



**AGREEMENT**

**Between**

**ENDEAVOR AIR, INC.**

**and**

**THE FLIGHT ATTENDANTS**

**in the service of**

**ENDEAVOR AIR, INC.**

**as represented by**

**the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO**

**January 16, 2013 – December 31, 2018**

The following Collective Bargaining Agreement (the “Agreement”) was reached by and between Pinnacle Airlines, Inc. and the Association of Flight Attendants – AFL-CIO, and became effective January 16, 2013. Subsequent to that effective date, Pinnacle Airlines, Inc. announced its intent to change its name to Endeavor Air, Inc. On August 1, 2013, prior to the Agreement being printed, a certificate of name change was issued by the State of Georgia marking the official date on which Pinnacle Airlines, Inc. legally changed its corporate name to Endeavor Air, Inc. By agreement of the parties, the original Agreement has been modified where necessary to reflect that name change. The parties further agreed that the change in corporate name in no manner changes the other terms, rights and obligations otherwise set forth in this Agreement.

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## **SECTION 1**

### **RECOGNITION**

- A.** In accordance with Certification Number R-7324 issued by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B.** The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.

### **C. Labor Protective Provisions**

1. In the event of a merger of the Company with another airline which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings subject to the following conditions:

- a. no "system flush" whereby an active Flight Attendant may displace any other active Flight Attendant from the latter's position; and
- b. furloughed Flight Attendant may not bump/displace active Flight Attendants; and
- c. no requirement for Flight Attendants to be compensated for flying not performed; and
- d. does not contain conditions and restrictions that materially increase costs associated with training or company paid moves.

2. Except as required by law, the Company agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section.

## **D. Scope**

1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.
2. Except as otherwise provided in this Agreement, or in the case of emergency situations, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Seniority List.
3. The Company may utilize management personnel on a trip as long as any Flight Attendant scheduled to work the trip does not suffer any flight pay loss as a result of being displaced by management personnel.
4. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of the Agreement.

## **E. New Equipment Type**

1. Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.
2. Nothing set forth in this Article shall prevent the Company from introducing a new equipment type into revenue service before the conclusion of its discussions with the Union regarding the new equipment type. The rates provided in Section 18 of this Agreement and the work rules set forth in this Agreement will be applied unless and until modified as a result of those discussions.

## **F. Mergers and Acquisitions**

1. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another airline, and that will affect the seniority rights of Flight Attendants on the Seniority List, the parties will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. Upon announcement of a sale of the Company in a bona fide "arms length" transaction to an unrelated third party, the Company will use reasonable efforts to arrange for the Union to meet and confer with any such unrelated third party to discuss the appropriate steps to be taken consistent with this Agreement

## **G. Remedies**

Any and all disputes concerning alleged violation of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. If possible, the dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.

## **H. Management Rights**

Flight Attendants covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains the full and complete right and power to exercise its reasonable management authority in the operations of its business. Such management authority includes, but is not limited to, the right to manage and direct the workforce, including but not limited to, the right to hire, promote, demote, transfer, and control operations and establish and/or change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities, the right to determine and change the number, size and location of bases and facilities, and the number of Flight Attendants and the work to be done by each; the right to establish and/or change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discipline Flight Attendants for just cause subject to the grievance procedure provided herein. No retained management right will be waived except by the express written agreement of the parties.

## **I. No Strike**

The Union and the Flight Attendants will not engage in any strike, including a sympathy strike, during the terms of this Agreement, including any status quo period. The Company reserves the right to seek injunctive relief for any violations of this no-strike clause. The Company agrees not to lock out any Flight Attendants during the terms of this Agreement, including any status quo period.

## SECTION 2

### DEFINITIONS

**ACTIVE SERVICE** - On the Company payroll and subject to work assignments, or on certain leaves as provided in Section 10.

**ACTUAL BLOCK-TO-BLOCK or BLOCK or BLOCK TIME** - the period of time beginning when the main cabin door is closed and the parking brake is released for the purpose of flight, and ending when both the parking brake is set and the main cabin door is opened at the next intermediate stop or final destination.

**ACTUAL FLIGHT TIME** - The block to block time actually required to complete a specific leg.

**ADDITIONAL FLYING** - Any flying performed by a Flight Attendant in excess of his or her awarded monthly bid line.

**AIRPORT RESERVE** - A Flight Attendant who is assigned to reserve duty at a Company designated domicile. Airport Reserve is considered an assignment with regard to duty and rest limitations.

**AIRCRAFT ACCIDENT** – Defined in Section 11.C. of this Agreement.

**BASE** - A geographic location where Flight Attendants are assigned from which a Flight Attendant's duty assignments are calculated to begin and end.

**BID MONTH** - A series of days designated by the Company in which flying will be assigned and awarded, of which there will be twelve (12) per year.

**BIDDING PERIOD** - The time period in which a Flight Attendant has free access to the Company website for the purpose of submitting his/her preferences for a work schedule for the following month.

**BLOCK TIME or BLOCK TO BLOCK** - The scheduled time between an aircraft's first movement from the blocks for the purpose of flight and its arrival at the blocks at the next point of landing.

**BUSINESS DAY** - Monday through Friday, not including holidays.

**CALENDAR DAY or DAY**- A twenty-four (24) consecutive hour period commencing at 0001 and ending at 2400 hours (local time).

**CALENDAR QUARTER** - Three (3) consecutive months, starting January 1 and ending December 31.

**CHARTER FLIGHT** - A flight operation contracted by a third party to provide flight services on a commercial, private, or military/government basis.



**CHECK FLIGHT ATTENDANT (CFA)** - A qualified Flight Attendant who is designated by the Company to perform Initial Operating Experiences (IOE), Quality Assurance Rides (QAR), and other non-flying duties as assigned by the Company. A CFA is a non-management position.

**CHECK IN TIME** - The time that a Flight Attendant is required to report for a duty assignment.

**THE COMPANY** - Endeavor Air, Inc., and any individual employed by the Company that it may from time to time designate to perform obligations under this Agreement.

**COMPENSATORY DAY OFF** - A Day Off granted to a Flight Attendant in accordance with this Agreement. Such Day Off will not count towards a Flight Attendant's minimum Days Off.

**CONTINUOUS DUTY OVERNIGHT (CDO)** - A one (1) duty period trip which is scheduled to be completed later than 0400 (local at the originating station) on the day subsequent to the day the trip began, during which there will be a break, but the Flight Attendant is not released into rest. A CDO assignment will contain a scheduled break of no less than five (5) hours.

**CREDIT TIME** - All hours a Flight Attendant performs his/her duties or is credited with a unit of time for pay purposes, or for flight time limitations as set forth in this Agreement. Credit Time shall include, but not be limited to, scheduled or actual hours flown, deadheading, vacation, sick leave, jury duty, bereavement, training, reserve monthly guarantee, Company business and flight pay loss.

**CREW** - Captain, First Officer and Flight Attendant(s).

**CREW REST** - A contractual or regulatory period of time during which the Flight Attendant is released from all Company duty for the purpose of rest.

**CREWTRAC** - The electronic system used by the Company to communicate with crew members or any electronic means that may be used in the future.

**DAY OFF** - A calendar day, in Domicile, free from all company duty, scheduled or non-scheduled, including training.

**DEADHEAD** - The transport, by air or surface vehicles, of an on-duty Flight Attendant from one point to another pursuant to Company orders.

**DIFFERENT FLYING** - same as Additional Flying and New Flying.

**DISPLACED OR DISPLACEMENT** - The forced transfer of a Flight Attendant from his or her domicile of choice to another.

**DISTANCE LEARNING** - Company required training undertaken by a Flight

Attendant at a location and time of his/her choosing (but prior to any applicable deadline).

**DOMESTIC PARTNER** - A person who has an intimate, committed relationship of mutual caring with a Flight Attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:

1. Has resided at the same residence and household as the Flight Attendant for at least six (6) consecutive months while in such a committed relationship, and
2. Be at least eighteen (18) years of age and not legally married, and
3. Be mutually responsible with the Flight Attendant for each other's welfare and obligations, and
4. Be the same, or opposite, gender as the Flight Attendant, and
5. Has provided the Company with confirmation of his/her qualification as a domestic partner pursuant to this paragraph, or a copy of a certification or registration of a domestic partnership from a government body pursuant to an applicable state or local law authorizing such certification or registration.

**DOMICILE** - same as Base.

**DUTY, DUTY PERIOD, ON-DUTY or DUTY TIME** - All time a Flight Attendant is on duty, commencing when the Flight Attendant is required to report for duty and terminating when a Flight Attendant is released from duty for the purpose of obtaining legal rest in accordance with the provisions of this Agreement. Duty includes, but is not limited to, deadheading, classroom training, and ready reserve. Duty for deadheading purposes will be the same as for scheduled flight duty.

**EXTENSION** - Any involuntary additional flight assignment, including a deadhead, which is added to a Flight Attendant's original trip. The flying may be added at the beginning, middle or end of a trip.

**FAA** - Federal Aviation Administration.

**FARS** - Federal Aviation Regulations.

**FERRY FLIGHT** - The positioning of an aircraft for maintenance or other non-revenue purposes.

**FLIGHT** - A block to block segment bearing a Company designated number.

**FLIGHT ATTENDANT** - A crewmember qualified under Federal Aviation Administration (FAA) regulations and Company policies who holds a position on

the Company Flight Attendant System Seniority List, who is responsible for performing all assigned cabin and ground services (as defined by this Agreement) for passengers including the responsibility for passenger safety, comfort and welfare, escorting, inflight service and completion of training and reports as required by the Company and the law. A Flight Attendant may be, from time to time, required to participate in publicity and promotional events and perform other non-flight duty.

**FLIGHT PAY** - Payment based upon a Flight Attendant's applicable hourly rate of pay.

**FURLOUGH** - The removal of a Flight Attendant from active service as a Flight Attendant with the Company due to a reduction in force, or the period of time during which such Flight Attendant has recall rights with the Company.

**GOLDEN DAY**- A guaranteed day off, free from all Company duty.

**HIGH SPEED** - Same as Continuous Duty Overnight (CDO).

**HOLIDAYS** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and a floating holiday.

**HOME RESERVE** - A Flight Attendant who is assigned to reserve at home. Home Reserve is not considered an assignment with regard to duty and rest limitations; however it is considered a day worked.

**HOME STUDY**- Same as Distance learning.

**HUB** - Same as Base or Domicile.

**IMMEDIATE FAMILY MEMBER** - A Flight Attendant's spouse, children, step-children, grand-children, parents, step-parents, grandparents, great grandparents, legal guardians, siblings, spouse's parents, registered domestic partner, registered domestic partner's parents, registered domestic partner's children.

**INCIDENT** - An occurrence, other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

**INFLIGHT RECURRENT TRAINING (IRT)** - Annual training to maintain current qualifications.

**INFLIGHT SUPERVISORY DUTY** - Performing work as a Company official acting in a supervisory or training capacity in the Inflight Department.

**INITIAL OPERATING EXPERIENCE (IOE)** - The initial accumulated flying performed on an aircraft under the supervision of a qualified instructor as

required by the FAA.

**INTERNATIONAL** - Any point or area outside the contiguous forty-eight (48) states of the United States of America.

**IRREGULAR OPERATIONS (IROP)** - A variance from normal operations due to mechanical, severe weather, ATC disruptions to air traffic, a SOC interruption or other event that significantly affects the Company operation

**JUNIOR MANNED, JUNIOR ASSIGNED** - Flight Attendant who is involuntarily assigned flying on a day off.

**JETWAY TRADE** - A trip trade between Flight Attendants that is requested within twenty-four (24) hours of the report time for such trip/flight, as outlined in this Agreement.

**LAYOVER** - The period of time during which a Flight Attendant is relieved from duty while away from his/her domicile for the purpose of rest.

**LEG** - Flight time from block out to block in, between an origin and a destination.

**LEG VALUE** - The Scheduled Average Times (SATs) between city pairs.

**LEGAL CREW REST** - Time between release and report time in compliance with the FAR's and this Agreement.

**LINE** -means a monthly schedule for bid containing trips and days off.

**BID LINE** - A period of assignments awarded to a Flight Attendant, with specific trips and days off, including, but not limited to, special assignments and training.

**BUILD UP LINE** - A monthly schedule that is created by the Company for a Flight Attendant using flying that remains unassigned after monthly bid lines are awarded.

**REGULAR LINE** - A monthly schedule awarded by the Company that contains scheduled trips, planned activities and days off, with no Reserve Days.

**LINE HOLDER**- A Flight Attendant who is awarded or assigned any type of line, other than a reserve line.

**LONGEVITY DATE or LONGEVITY** - The cumulative length of a Flight Attendant's active service as a Flight Attendant, commencing on the date in which the Flight Attendant successfully completes the new hire Initial Training program and accumulating thereafter in accordance with the terms of this Agreement. Longevity determines benefit accruals and eligibility for pay

increases.

**LOST FLYING** - Scheduled flying that is removed from a Flight Attendant's line by the Company or flying that is cancelled for any reason.

**MARKETING HOURS** - Flight routes assigned to the Company by another Party with whom the Company has a Service Agreement.

**MONTH** - The first day through the last day of each calendar month, except when Company adjusts bidding periods based on month balancing in accordance with this Agreement.

**MONTH-BALANCE** - Adjustments to the length of a calendar month to balance Flight Attendant staffing.

**NEW FLYING** - Same as Additional Flying or Different Flying.

**NON-FLYING ASSIGNMENT** - A temporary assignment within the Inflight Services Department or duties related to Inflight services and/or duties of a Flight Attendant.

**OJI** – On-the-job injury.

**OPEN TIME or OPEN FLYING or UNASSIGNED FLYING** - All unassigned flight times after the monthly bid lines are awarded.

**OVERNIGHT** - The time away from base between duty periods which includes 0000 hours.

**PAIRING** - A period or a series of duty periods beginning at the report time for the first duty period at domicile and ending at the release time after the last duty period ending in domicile. A pairing may include deadhead flights.

**PAY CREDIT** - All time credited for pay purposes as provided in this Agreement.

**PER DIEM** - The hourly expense reimbursement for expenses reasonably anticipated to be incurred by a Flight Attendant for time away from domicile while engaged in flight operations or during an Airport Reserve period.

**PERMANENT VACANCY** - A vacancy for a position that is expected to exist for more than three (3) bid periods.

**POH** - Put on hold.

**POSITION** - A Flight Attendant domicile assignment.

**PREMIUM PAY** - Additional compensation that is paid over and above a Flight Attendant's applicable hourly rate of pay.

**PROBATIONARY PERIOD** - A Flight Attendant's first one hundred eighty (180) days of active service as a Flight Attendant with the Company, which begins on a Flight Attendant's seniority date.

**QUALIFICATION** - A certification of training and/or skill that allows the Flight Attendant to bid for and hold specified positions on a bid line and/or pairing.

**QUALITY ASSURANCE RIDES (QAR'S)** - A Planned evaluation of Flight Attendant proficiency and performance of all of his/her flight duties according to standards established by the Director of Inflight and/or Line Standards.

**READY RESERVE** - Same as Airport Reserve.

**REASSIGNMENT** - A change made to a Flight Attendant's line or trip.

**RELEASE TIME** - The time a Flight Attendant is released from duty and goes into rest.

**REPORT TIME** - Same as Check In Time.

**RESCHEDULED** - Same as Reassignment.

**RESERVE** - A non-flying availability period assigned to a Flight Attendant. Reserve shall be Home Reserve or Airport (Ready) Reserve.

**RESERVE LINE HOLDER** - A Flight Attendant who is awarded or assigned a reserve line.

**REST PERIOD** - The contractual or regulatory period of time during which a Flight Attendant is free from all Company duty.

**RON (REMAIN OVERNIGHT)** - An overnight at a station other than the Flight Attendant's domicile.

**SCHEDULE** - A Flight Attendant's assignments and awards throughout the bid month.

**SCHEDULE CREDIT** - All time credited for the purposes of monthly schedule construction as provided in this Agreement.

**SCHEDULED AVERAGED TIMES (SATs)** - The leg value between city pairs.

**SCHEDULED FLIGHT TIME** - Times specified in the operating schedules established by the Company.

**SENIORITY** - The Flight Attendant's length of cumulative service with the Company commencing on the date a Flight Attendant begins the new hire Initial Training Program.

**SENIORITY DATE** - The date on which a Flight Attendant commences the new hire Initial Training Program.

**SOC** - System Operations Control.

**SPECIAL ASSIGNMENT** - Same as Non-Flying Assignment.

**TEMPORARY VACANCY** - A vacancy for a position that is expected to exist less than three (3) bid periods.

**TRIP**- Same as Pairing.

**TIME AVAILABLE** -The period of time in which a Flight Attendant is available for assignment by the Company as a result of a cancellation, removal or any loss of flying.

**UNION, AFA or ASSOCIATION** – Association of Flight Attendants – CWA (AFA).

**VACANCY** - A Flight Attendant opening established by the Company which may be filled by transfer and then by award or assignment of a new hire.

**WILL FLY** - A Flight Attendant who informs the Company of his/her desire to work on a scheduled day off.



## **SECTION 3**

### **INVESTIGATIONS, GRIEVANCES AND SYSTEM BOARD**

#### **A. INVESTIGATIONS**

##### **1. Flight Attendant Status During Investigation**

- a. The Company may hold a Flight Attendant out of service with pay (Put on Hold "POH") until the Company's written decision is issued. As long as the Flight Attendant participates with the Company's investigation, the Flight Attendant will continue to receive pay, remain in active status, continue to have access to the Company website, have the ability to bid a monthly schedule and have full travel benefits during the investigatory period. If the investigation involves pass travel fraud, abuse, or a related issue, the Flight Attendant's pass travel benefits may be suspended. A Flight Attendant will be notified within seventy-two (72) hours of the general reason why they are being placed on hold.
- b. If a Flight Attendant has a verified positive drug test or a confirmed positive alcohol test, the Company may hold a Flight Attendant out of service without pay until the Company's written decision is issued. Such period without pay shall not exceed thirty (30) days.

##### **2. Due Process**

- a. Before the Company takes disciplinary action against a Flight Attendant, the Company will conduct an investigative hearing and allow the Flight Attendant an opportunity to respond to any allegations or Company concerns. At the time the Company advises the Flight Attendant of its desire to discuss a potential disciplinary matter; it will inform the Flight Attendant as to the general nature of the event that gave rise to the reason for the investigation.
- b. Once the determination has been made that a Flight Attendant may be subject to questioning with regard to an event that could lead to discipline, the Flight Attendant will be afforded the opportunity to be represented by a Union representative during the Company's investigation.
- c. For all alleged offenses, the Company will initiate its investigation within a reasonable time frame from the date of the alleged offense.



- d. Nothing herein prevents the Company from placing a Flight Attendant on hold with pay pending an investigation. Nothing in this Section is intended to prevent the Company from engaging in non-disciplinary inquiries and communications with Flight Attendants in the normal course of business.

### **3. INVESTIGATORY HEARING**

#### **a. Notice of Investigatory Hearing**

- i. The Company shall provide notice of the investigatory hearing, in writing, and include the subject matter to be discussed and the possibility of discipline. The notice will be provided to the Flight Attendant and the MEC President or his /her designee. The hearing will not occur prior to forty-eight (48) hours after the notification unless the parties agree to meet sooner.
- ii. A Flight Attendant will not be required to attend any additional inquiries or meetings that relate to the same potential disciplinary event without forty-eight (48) hours' notice of such inquiry or meetings.
- iii. The investigative hearing may be held with less than forty-eight (48) hours notice in cases involving safety-related issues and/or a verified positive drug or confirmed positive alcohol test, or where the Company needs to reasonably act sooner. In a situation where less than forty-eight (48) hours notice is given, the Company will provide sufficient notice to the Union and the Flight Attendant so that representation can be afforded.

#### **b. Purpose and Procedure**

- i. The purpose of the investigatory hearing is to advise the Flight Attendant of the conduct that may lead to discipline and to provide the Flight Attendant with the opportunity to present relevant facts and mitigating circumstances.
- ii. The number of persons allowed to attend the investigatory hearing shall be limited to necessary Company and Union representatives.
- iii. All discussions that take place during the investigative hearing shall remain confidential. Neither the Company nor the Union shall release any information regarding the investigative hearing except to those persons having a need to know in order to render a decision or to any other persons as required by law or this Agreement.

- iv. Reports, material or documents related to discipline that are more than twenty-four (24) months old, may not be used to assess or support progressive discipline, or to make performance evaluations.
- v. If a Flight Attendant is required to travel to or from an investigative hearing location, the Company shall schedule deadhead transportation between his/her domicile and the investigative hearing location.
- vi. A Flight Attendant required to deadhead for an investigative hearing on a day off will be considered on duty for the purpose of calculating rest requirements and will receive deadhead pay and per diem. If the investigative hearing results in no discipline, the Flight Attendant will receive two (2) hours flight pay above the adjusted guarantee. If the investigative hearing results in discipline, the Flight Attendant will receive only deadhead pay and per diem.

c. Decision Rendered Following an Investigation

- i. The Company will conclude its investigation as soon as possible following the investigative hearing.
- ii. When a Flight Attendant has been removed from flight status, the Company will notify the Flight Attendant of its decision within ten (10) days following the conclusion of its investigation. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its decision after the period described herein.
- iii. In the event the Company finds just cause to discipline a Flight Attendant, the decision shall state the specific grounds for such discipline. Any discipline imposed after the investigative hearing shall take effect on the date of the Company's written decision, or on the effective date stated therein. If the Flight Attendant has already been removed from flight status, the amount of unpaid time removed will be credited toward any suspension to be served.
- iv. Written notification of discipline shall be delivered to a Flight Attendant in person, by Certified Mail, Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities.
- v. A copy of the written notification of discipline shall be sent to the MEC President or his/her designee.

- vi. The Company shall not place any negative report or derogatory material in a Flight Attendant file(s) without providing the Flight Attendant with an opportunity to inspect, review and initial the report or material. The Flight Attendant will be allowed to place his/her statement regarding the incident in his/her file, and such statement will be attached to the Company's report or material.

## **B. CONTRACT GRIEVANCES**

1. A contract grievance under this Subsection is defined as any dispute between the Company and a Flight Attendant or group of Flight Attendants growing out of the interpretation or application of this Agreement, or any agreements supplemental thereto. Grievances shall not include proposed changes in hours of employment, rates of compensation or working conditions. Any Flight Attendant, group of Flight Attendants, or the Association may file a grievance. Grievances must be filed in writing and shall contain a reference to the provision(s) of the Agreement alleged to have been violated and a short, concise statement of the facts involved.

2. Prior to filing a grievance, the Flight Attendant(s) shall discuss the matter with the Director of Inflight, or her/his designee, in an effort to resolve the dispute; provided, however, that failure to have such a discussion shall not affect the validity of the grievance.

3. Contract grievances must be filed with the Director of Inflight or her/his designee, within sixty (60) calendar days of the time the affected Flight Attendant(s) became aware or reasonably should have become aware of the circumstances from which the dispute arises. It is not intended that this limitation precludes requests for correction of bookkeeping or clerical errors. Any contract grievance filed by the Association regarding a dispute under Section 1 of this Agreement may be filed directly with the System Board of Adjustment.

## **C. DISCIPLINE AND DISCHARGE GRIEVANCES**

1. A discipline or discharge grievance under this Subsection is defined as any dispute between the Company and a Flight Attendant regarding that Flight Attendant's discharge from employment with the Company or discipline issued to that Flight Attendant. Discipline under this Subsection is defined as any derogatory report or action by the Company, which may result in a loss of pay, discharge from employment, and/or form the basis for further discipline. A Flight Attendant will not be disciplined or discharged without just cause.

2. Discipline or Discharge grievances must be filed with the Director of Inflight, or her/his designee, within fourteen (14) calendar days of the Flight Attendant's receipt of notice of discipline or discharge from the Company. The affected Flight Attendant or the Association may file a grievance.

#### **D. GRIEVANCE PROCESSING**

All grievances shall be handled in accordance with the following procedure:

1. The Director of Inflight, or her/his designee, will conduct an initial grievance hearing at least once every two months on a mutually agreed upon date, unless the parties agree on a different frequency for such hearings. Hearings for contract grievances may be scheduled separately from hearings for discipline and discharge grievances. All grievances filed since the prior hearing date will be heard, unless the parties mutually agree to hear a grievance sooner or later than the next monthly hearing.

2. The Company shall provide a Flight Attendant with a discipline or discharge grievances at least seven (7) calendar days' notice of the initial grievance hearing.

3. Within fourteen (14) calendar days following the completion of the initial grievance hearing, the Director of Inflight, or his/her designee, will issue a decision in writing. The written decision will be issued to the MEC President and another Association official so designated by the MEC President. In discipline and discharge grievances a written decision will also be issued to the affected Flight Attendant.

4. If the written decision from the Director of Inflight is not satisfactory, the Association may appeal the grievance to the System Board of Adjustment. Such appeal shall be in the form of a written submission, and shall be mailed no later than sixty (60) calendar days following receipt of the written decision.

#### **E. GENERAL**

1. The following written notifications required under this Section may be delivered via electronic mail, with delivery confirmation: Grievances, Notices of Initial Grievance Hearing, Director of Inflight's Written Decisions, and System Board Submissions. All written decisions or the Director of Inflight involving discharge grievances shall also be delivered to the affected Flight Attendant ("grievant") via FedEx or USP, signature required. Any other notifications under this Section not delivered or permitted delivered via electronic mail shall be delivered via FedEx or UPS, signature required.

2. All time limits under this Section may be extended by mutual agreement, in writing.

3. If any decision made by the Company under provisions of this Section is not appealed by the Union within the time limit prescribed for such appeal, the decision of the Company shall become final and binding. If the Company fails to hold a hearing or render a decision within the time limit prescribed, the grievance shall be considered denied and the Union may file an appeal to the next step.

#### **F. SYSTEM BOARD OF ADJUSTMENT**

1. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement, including any amendments or additions to it, and which are properly submitted to the Board. This Board shall be known as the Endeavor Air Flight Attendant System Board of Adjustment ("the Board").

2. The Board will consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Association, and one (1) neutral member. The neutral member will be designated as the Chairperson, and will preside at the hearings of the Board.

3. The Board shall have jurisdiction over disputes which arise out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties. The Board shall consider any dispute properly submitted to it by the Association or the Company which has not been previously settled in accordance with the provisions of the grievance procedure.

4. Upon filing of a Submission with the Board, the Company and the Association will, upon request by the Association, meet within seven (7) days, and agree upon the selection of a neutral member.

a. The parties shall agree to a panel of no less than seven (7) arbitrators who may serve as a neutral member of the Board. The parties shall meet by or before September 1 to agree upon the composition of the panel of arbitrators for the following calendar year. Upon request of either party the panel of arbitrators may be reviewed by September 1 for the following calendar year, and substitutions and additions may be made by mutual agreement.

b. If selection of a neutral cannot be made by agreement, then the parties will alternately strike names from the list until one (1) remains and that individual shall serve as Chairperson. The arbitrator will be selected within

fourteen (14) days of the request of the Association to select a neutral member. After being selected as Chairperson, the arbitrator's name shall be considered removed from the list until such time as there remain less than five (5) available names on the list, at which time the arbitrator's name shall be restored to the list for selection purposes.

5. For any contract grievance alleging a violation of Section 1 of the Agreement, or for any grievance mutually deemed of sufficient urgency by the parties, the grievance shall be brought before the Board for a hearing in an expedited manner. In such case the hearing date will occur within sixty (60) days of the grievance's submission to the Board. The parties shall meet within two (2) days after submission of the grievance to select the neutral member from the panel of arbitrators, and shall employ a process of striking names, unless another process is mutually agreed to. If the neutral does not have time available within sixty (60) days of his/her selection, a second neutral shall be selected within two (2) business days and the hearing shall be set within sixty (60) days of her/his selection. If the second neutral selected does not have a hearing date available with sixty (60) days, the parties shall repeat the selection process until an arbitrator is selected who may hear the grievance within sixty (60) days of his/her selection. The parties may mutually agree to an alternative selection process for a neutral member for expedited grievances.

6. The Board will meet in the city where the general office of the Company is maintained unless a different location is agreed upon by the parties.

7. Expenses and compensation of the neutral member will be borne equally by the parties.

8. Each party shall have the right to present evidence at hearings of the Board. Such hearings shall be stenographically recorded, which cost shall be borne equally by the parties. Each party will assume the compensation and expenses of its representatives, witnesses and grievants, with the exception that representatives, witnesses and grievants who are Company employees shall receive positive space transportation over Company lines.

9. The parties will work to ensure that representatives, witnesses and grievants are removed from duty assignments that conflict with Board hearings.

10. A majority vote of the Board shall be competent to render a decision. The Board will endeavor to render its decision in writing within ninety (90) days of the close of the record or submission of written briefs, whichever occurs later. Decisions of the Board shall be final and binding upon the parties.

## **H. MEDIATION**

The parties recognize that mediation of grievances may provide a fruitful alternative to dispute resolution via the System Board of Adjustment. As such, the parties agree to the following mediation procedures:

1. Discipline and discharge grievances shall be mediated prior to scheduling the grievance for hearing before the System Board of Adjustment, with the exception that discipline or discharge grievances that have been on file over one hundred eight (180) days may proceed to a System Board hearing without mediation. The submission of contract grievances to mediation shall be by mutual agreement.
2. The parties will conduct mediation conferences not less than quarterly, unless otherwise agreed to by the parties.
3. A mediator or mediators shall be selected by a process agreed to by the parties. Each party shall bear equally the compensation and expenses of the mediator.
4. Grievance mediation shall be informal. A party may request that the mediator render an opinion regarding a particular grievance; however, any such opinion shall be non-binding on the parties.
5. Any information provided during the mediation conference shall be inadmissible in any subsequent proceeding, with the exception of any written settlement. A mediator hearing a grievance at the mediation conference is barred from serving as a member of the System Board of Adjustment at a hearing of the same grievance.



## **SECTION 4**

### **UNION ACTIVITIES AND GENERAL**

#### **A. PERSONNEL FILES**

A personnel file shall be maintained for each Flight Attendant. The personnel file will contain all documents affecting a Flight Attendant's employment relationship with the Company, except training records. Any document which the Company deems derogatory and would consider for progressive discipline must be reviewed and a copy given to the affected Flight Attendant. Upon reasonable request, a Flight Attendant may inspect his/her personnel file and training record. A Flight Attendant may request one (1) copy of each document in his/her personnel file.

#### **B. DAMAGE TO EQUIPMENT**

A Flight Attendant shall not be required to pay for damage or loss of Company property on or off any aircraft while performing his/her regular duties, unless caused by the negligence or intentional misconduct of the Flight Attendant.

#### **C. COPIES OF THIS AGREEMENT**

The Company shall provide each Flight Attendant with a convenient sized bound copy of this Agreement within thirty (30) days after signing. New hire Flight Attendants will thereafter be provided a copy of the Agreement during initial training.

#### **D. CREW LOUNGES**

The Company shall provide at its option either a Flight Attendant only or a joint pilot/Flight Attendant lounge at each domicile. All domicile crew lounges must be equipped with clean, comfortable, living room type furniture, working computers for use of Company business, cable and/or satellite television if available for a reasonable cost, and free WIFI Internet service, if available for a reasonable cost. Flight Attendants will have access to a refrigerator and microwave in each domicile.

#### **E. MAILBOXES**

The Company will provide a V-file for each Flight Attendant in the assigned domicile Crew Room. The Union will be permitted by the Company to utilize the individual Flight Attendant V-files to distribute Union Communications, with Management approval, not to be unreasonably withheld. Such Communications



shall be free of derogatory or inflammatory material with respect to the Company and its employees or the Union and its members.

#### **F. IDENTIFICATION CARDS**

The Company will furnish an initial Company I.D. card, and replace a worn or damaged Company I.D. card, at no cost to the Flight Attendant. Cost of a replacement card will not exceed twenty dollars (\$20.00), if loss is due to negligence on the part of the Flight Attendant.

#### **G. TOLL-FREE ACCESS**

The Company shall maintain toll-free telephone access to scheduling, training and Inflight departments at all domiciles.

#### **H. IMMEDIATE RELEASE FROM DUTY**

A Flight Attendant who is injured in the line of duty and unable to perform flight duties or who is involved in an aircraft accident, who so requests, will be relieved from duty. Such Flight Attendant will be given a deadhead flight on-line transportation to return to domicile on the first scheduled flight, if the Flight Attendant is medically able to fly.

#### **I. UNION INFORMATION**

1. The Company recognizes the Union Scheduling; Air, Health, Safety and Security; Grievance; Training, Policies and Procedures; Employee Assistance Program (EAP) and Professional Standards; Uniform; and Hotel Committees, and will periodically meet with and consider recommendations of such Committees concerning matters affecting Flight Attendants.
2. The Company agrees to provide adequate space in a visible location in each crew lounge for the placement of a glass enclosed, secured Union bulletin board. Such board shall be used for the purpose of posting notices signed by authorized AFA officials related to Union meetings and other business. No notice posted on such board shall contain derogatory or inflammatory material.
3. The Company agrees to provide a lockable filing cabinet and office space for the purpose of conducting union business including the storage of union supplies at each domicile.
4. The Company agrees to provide the Union with an opportunity to address new hire Flight Attendant classes provided that it does not interfere with the Company's contractually allotted time to conduct FAA mandatory training.

5. Union representatives, who are employees of the Company will be provided free positive space transportation over the lines of the Company and/or its affiliates for the purpose of conducting Union business with the Company where allowed under the Company's applicable pass travel policies.

6. The Company will provide the MEC President with a list of current Flight Attendant addresses and phone numbers, when requested, and a list of all Flight Attendant separations from the Company.

## **J. TRAVEL PRIVILEGES**

1. Flight Attendants will be granted flight privileges in accordance with the Company pass travel policy. Flight Attendants will be granted no less favorable interline and on-line privileges than those of any other Endeavor Air, Inc. non-management employee.

2. Should the Company begin operation of flights on which the Company controls the inventory of seats, Flight Attendants will be entitled to pass travel on such flights on the same terms and conditions, including with respect to service fees and eligibility of family members that apply to other Company employees.

3. Endeavor Flight Attendants eligible for pass travel under the CBA may participate in any cabin reciprocal agreements offered by Delta Connection or other airlines to Endeavor. The Company will make prompt and reasonable efforts to secure cabin reciprocal agreements with other Delta Connection Carriers and other airlines.

4. Flight Attendants will have access to available cabin jumpseats on Company aircraft that have an extra Flight Attendant jumpseat over other non-revenue pass travel employees. Flight Attendants will have access to the extra Flight Attendant jumpseat on a first come first served basis upon check in. The Company is in the process of programming changes required to utilize the cabin jumpseats on Company aircraft and will use reasonable efforts to accomplish this programming promptly.

## **K. LIQUOR AND SNACK DEPOSITS**

The Company will ensure that an adequate safe is provided in each domicile to deposit in flight sales.

## **L. GROOMING**

1. Flight Attendants are responsible for maintaining the general cleanliness of the

aircraft cabin throughout the day (i.e. tidying of aircraft, straightening of seat belts at out stations, galley appearance, and general interior condition). A Flight Attendant shall also be responsible for tidying of seat pockets only to the extent of removing such items as newspapers, food wrappers and other catering items, etc. which are visible and accessible without reaching into the pocket to determine what is inside.

2. A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner, caterer, ramp or operations agent, unless exceptional circumstances exist (i.e. quick turn).

## **M. LIABILITY INSURANCE**

The Company will maintain an adequate level of insurance against claims for property damage and personal injury liability for Flight Attendants acting within the scope of their duties with the Company.

## **N. MANAGEMENT RESPONSIBILITY**

Any changes to In-Flight work rules, or policies and procedures which could lead to discipline of a Flight Attendant will be communicated to the MEC President and Flight Attendants prior to implementation.

## **O. UNION LEAVE AND FLIGHT PAY LOSS**

1. The Company shall grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with the International Office of the Union. A Flight Attendant on such Union Leave shall be paid directly by the Union and shall not be covered by the flight pay loss provisions below. The Flight Attendant will retain seniority and longevity and such employee shall be eligible for non-revenue and/or reduced rate transportation privileges if allowable under applicable pass travel policy. Participation in insurance and 401k programs shall be available to the Flight Attendant and at no cost to the Company. It will be the Flight Attendant's responsibility to reimburse the Company for the cost of benefits if applicable. When the Flight Attendant returns to the line, he/she may exercise his/her seniority to secure a position. A Flight Attendant who fails to return from an authorized leave within thirty days of its expiration will be removed from the Seniority List.

2. When a Flight Attendant drops a day(s), trip(s) or is scheduled for a preplanned absence because of Association business in accordance with the terms of the collective bargaining agreement between the parties (the "Agreement"), she/he will receive full pay and credit for the dropped trip(s), day(s) or for each day(s) of preplanned absence. She/he will also accrue seniority,

longevity, and all benefits, including sick and vacation accruals, as if she/he had performed the duty from which she/he was released for Association business. Requests for time off for Association business may be denied due to operational necessity. If such leave is denied, the Company shall provide notice to the Association of the reason(s) for the denial.

3. The Company shall invoice the Association for trips dropped or for each day(s) of preplanned absence and trip/day drop(s) for Association business, excluding the trip drops or day(s) paid as Company paid joint meetings as outlined in the Agreement.

4. The Company shall make every effort to invoice the Association on a monthly basis. However, The Company's failure to bill the Association on a monthly basis shall not relieve the Association of its obligation to timely reimburse the Company pursuant to paragraph 6 below, once the Association receives a bill from the Company. If the Company fails to bill the Association within 30 days of month's end, the Association may issue a written request to the Company for an invoice for that month.

5. In addition to the reimbursement for Flight Pay Loss, the Association will reimburse the Company an additional 25% of such pay to cover the cost of fringe benefits provided by the Company.

6. All billings to the Association will be directed to the Association's Accounting Department, 501 Third Street, NW, Washington, DC 20001.

7. The Association will remit payment to the Company within forty-five (45) days of receiving the invoice.

8. If a Flight Attendant knows in advance that he/she will need off for Association business, the Flight Attendant will submit such request to the Company designated representative during the bid window so that the time off can be designated as a planned absence.

9. For the purpose of this Section O, a preplanned absence day will have a value of four (4) hours for pay and credit purposes. A reserve day will have a value of four (4) hours for pay and credit purposes. Dropped trips pursuant to this Section O shall have a value of the scheduled trip that was dropped.

## **P. GENERAL**

The Company shall be excused from compliance with any firm date and time obligations in this Agreement in the event a circumstance over which the Company does not have control is the cause of such noncompliance. The term

“circumstance over which the Company does not have control” includes, but is not limited to, an act of nature; labor dispute; grounding of a substantial number of the Company’s aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company’s operations; revocation of the Company’s operating certificate(s); war emergencies; owner’s delay in the delivery of aircraft scheduled for delivery; manufacturer’s delay in the delivery of new aircraft scheduled for delivery.

## **SECTION 5**

### **SCHEDULING**

#### **A. STAFFING**

It is the Company's responsibility to determine adequate staffing levels taking into account all known flying, vacations, leaves of absence, scheduled training, Company related business, and all planned absences.

#### **B. SCHEDULING COMMITTEE**

1. The Union will maintain a Flight Attendant Scheduling Committee.
2. The Flight Attendant Scheduling Committee may make recommendations to the Manager, Crew Resources or his/her designee. The Manager, Crew Resources or his/her designee will respond in a timely manner.
3. Each month, the Company shall release the Scheduling Committee Chair, or his/her designee, for the purposes listed below;
  - a. To meet with the Company's planning department to review the Marketing schedule and pairing construction progress.
  - b. To attend the pairing solution meeting.
4. In order to minimize the impact of Open time flying, the Union will provide the Company's planning department prior to the close of the bid period, if possible, with the name of the Scheduling Committee member who will participate in the meetings as outlined in this subsection.
5. The Scheduling Committee chair, or his/her designee, will be compensated by the Company a minimum of four (4) hours or lost flying time, whichever is greater, to attend such meetings as outlined above.
6. The Company shall meet with the Scheduling Committee Chair upon reasonable request.
7. The Company will provide appropriate (read-only) access to all reports generated by the Company's crew scheduling/planning system to the Chairman, or his/her designee.

8. All parameters used in the monthly bidding process will be made available to the Union Scheduling Committee Chair. Parameters will be reviewed on a monthly basis and the Company will take into consideration any changes recommended by the Union with regard to the current bidding parameters used for assigning Flight Attendant bid lines.

### **C. PREFERENTIAL BIDDING SYSTEM (PBS)**

1. PBS is the computer program used for the construction of Flight Attendant monthly schedules. Build-Up lines may be created through methods that do not involve PBS.

2. Access to the PBS system shall be through the Company website.

3. The Company will use Kronos or another product selected after consultation with the Union. The product will comply with all provisions of this Agreement.

4. PBS Training for Flight Attendants

a. The PBS Manual and any updates to the manual will be maintained on the Company website, in printable format.

b. During Initial Training, the Company will give new hire Flight Attendants PBS introduction training, of at least one (1) hour in duration. The course material will be mutually agreed to by the Company and the Scheduling Committee.

### **D. LINE CONSTRUCTION**

1. The Company will construct as many Regular lines as practicable, taking into consideration the recommendations of the Union Scheduling Committee Chair and giving consideration to operational issues and overall cost.

2. Full-time Regular Lines shall be scheduled to contain a minimum of eleven (11) days off per month in domicile. Full-time Reserve lines shall be scheduled to contain a minimum of ten (10) days off per month in domicile.

3. Part-time Regular lines will contain eight (8) scheduled working days per bid month.

4. Part-time Reserve lines will contain eight (8) scheduled reserve days per bid month.

5. Lines shall be scheduled to contain one (1) calendar day off in domicile, in any

seven (7) consecutive calendar days. A Flight Attendant can waive his/her calendar day off as long as he/she has a twenty-four (24) hour break during a seven (7) day period to meet FAR 121.467.

6. At no time will a Flight Attendant, who is awarded a Regular line or a CDO line, be assigned Reserve days in his/her monthly bid award.

7. Lines of time will reflect any known, reduced, or changed holiday schedules. Should holiday schedules be modified after the posting of bids, the affected domiciles will be notified in writing within twenty-four (24) hours.

8. A Flight Attendant who is awarded or assigned a line at a temporary domicile will be assigned minimum days off at his/her temporary domicile.

9. A line will not be constructed to schedule a Flight Attendant to be on duty for more than fourteen (14) hours in any duty period.

10. A CDO (High Speed) will terminate at the release time after the first scheduled arrival at domicile on the second day of the trip.

11. A Flight Attendant must receive a minimum ten (10) hours rest in domicile between CDO duty periods.

12. Except in the case of a CDO where the break is not a legal rest (i.e. release to report), the Company will schedule a line that a Flight Attendant receives at least nine (9) hours rest, release to report, when away from domicile overnight, and at least eleven (11) hours rest, release to report, in domicile.

13. A trip will not exceed five (5) consecutive days or four (4) consecutive nights away from domicile. A Flight Attendant can voluntarily agree to extend this period to six (6) consecutive days or five (5) consecutive nights away from domicile.

14. With the exception of CDO's and Reserves, no two (2) duty periods will occur in the same calendar day, unless first agreed to by the Flight Attendant.

15. Build-up lines will be created by the Company using trips from Open time. Build-up lines will be constructed as follows:

- a. A build-up line will contain trips which originate and end in a Flight Attendant's domicile, unless otherwise agreed to by the Flight Attendant.
- b. A build-up line may be Full-time or Part-time.



- c. Once awarded, trips assigned as part of a build-up line construction will be treated as a regular line.
- d. A Flight Attendant who returns to duty from a leave of absence and who normally holds a regular or CDO line will be assigned a build-up line containing trips, to the extent possible, prior to being assigned reserve days.
- e. The monthly minimum days off entitlement will be pro-rated based on the actual amount of days available in the month when constructing a build-up line.

## **E. CREDIT TIME MAXIMUM**

1. The Company shall not schedule a Flight Attendant in his/her monthly bid award more than one hundred (100) hours of Credit Time per month. However, at his/her option, a Flight Attendant may voluntarily exceed one hundred (100) hours of Credit Time in a month by picking up time from another Flight Attendant and/or from Open Time. The monthly Credit Time maximum does not include operational changes made during the month to a Flight Attendant's schedule such as a reassignment, an extension or Junior Manning Assignment.
2. The Company may designate up to four (4) months per year that are anticipated to have higher scheduled line averages. During these months the Company shall not schedule a Flight Attendant in his/her monthly bid award more than one hundred five (105) hours of Credit Time per month. However, at his/her option, a Flight Attendant may voluntarily exceed one hundred five(105) hours of Credit Time in a month by picking up time from another Flight Attendant and/or from Open Time. The monthly maximum does not include operational changes made during the month to a Flight Attendant's schedule such as a reassignment, an extension or Junior Manning Assignment.
3. When a month is designated to have higher scheduled line averages as outlined above, the MEC President shall be notified as soon as possible, but no less than thirty (30) days prior to the monthly bid period.
4. The Union and the Company will meet approximately each November beginning November 2011 to review and discuss the anticipated upcoming calendar years' flying.

## **F. BIDDING PROCEDURES**

1. The Company will make a bid package for the following month available to Flight Attendants at each domicile, and on-line, no later than 1200 (Central Time)

on the tenth (10) day of the current month. Printed copies of the bid package equal to five percent (5%) of the number of Flight Attendants at each domicile will be made available in the Inflight office.

2. The bid package will contain the following information: flight hours available per domicile, types and number of pairings available per domicile, all scheduled trips with pairing numbers, anticipated number of CDO lines, anticipated number of reserve lines, recurrent training assignments, awarded vacation weeks, available vacation weeks, current hotel list, current station list, Flight Attendant list of eligible bidders and non-bidders, and any additional information pertinent to bidding for that particular month.

3. Bidding will open at 1200 (Central Time) on the tenth (10) of each month and close at 1200 (Central Time) five (5) days after the bid period opens. The Company retains the discretion to increase or decrease the length of the bidding periods for improved staffing throughout the year, but will maintain twelve (12) periods during the calendar year.

4. Lines will be awarded on a domicile basis, in seniority order, to Flight Attendants who are both permanently and temporarily based and eligible to bid. Awards will be posted, on CrewTrac, and on-line via the employee website, no later than forty-eight (48) hours after the bid period closes.

5. A Flight Attendant failing to submit a monthly bid will be assigned a line in accordance with his/her standing bid on file.

6. In the event of unanticipated alterations in marketing schedules prior to bid awards any changes to lines will be made to affect as few Flight Attendants as possible and to minimize adjustments to the number of days off and total flight time on the affected lines.

7. A Flight Attendant must file a bid award dispute related to his/her bid award using the appropriate form on the Company website within forty-eight (48) hours after the bid award posting. Crew Planning will work with the Flight Attendant, in a fair and equitable manner, to resolve any valid dispute within forty-eight (48) hours after the close of the bid award dispute period.

8. A Flight Attendant must be in active service during the bid period in order to be eligible to bid a line for the following month. A Flight Attendant who is not in active service during the bid period, but is anticipated to be in active service for the entire following month, will be allowed to bid provided they submit satisfactory proof of his/her active status within two (2) business days prior to the close of the bid period. A list of eligible bidders will be published in the bid package.

9. A Flight Attendant who goes into inactive service after having been awarded a line will have his/her trips which conflict with the inactive service period dropped into Open Time and have his/her guarantee adjusted accordingly.

10. A Flight Attendant will be allowed to bid for a line and/or trips in any combination of trips and days off, provided the Flight Attendant is legal by FAR's. Bidding parameters chosen by the Company will not prevent a Flight Attendant from bidding a schedule with any number of consecutive days off in a row, including one (1) calendar day, in between trips, or any number of days worked in a row, including one (1) single duty day, if the Flight Attendant chooses to bid such a line.

11. All non-probationary Flight Attendants will have the opportunity to designate a "Golden Day" during a month in which he/she is awarded a reserve line. A Golden Day is a guaranteed day off free from Company duty. A request for a Golden Day, for the following month, must be made during the seven (7) day period after the bid award. If the requested Golden Day is on a Flight Attendant's scheduled day off, no adjustment will be made to his/her monthly guarantee. If the requested Golden Day is for a day on which a duty period is scheduled, the Flight Attendant's guarantee will be adjusted downward by 3.75 hours for such day. A Golden Day will be requested as follows:

- a. A Reserve Flight Attendant will be granted two (2) Golden Days per calendar year.
- b. A request for a Golden Day may only be denied:
  - i. if there are more than two (2) Flight Attendants requesting the same day off;
  - ii. if the day requested is on a Company designated holiday;
  - iii. if the request would conflict with a carry-over trip from the previous bid month;
  - iv. if the request would conflict with any training event.
- c. Under no circumstances will the Company require a Flight Attendant to work on an approved Golden Day.
- d. A Golden Day has no credit value and is considered a guaranteed day off.
- e. Golden Days will be awarded by seniority.

## **G. OPEN TIME**

1. Open time includes flying not contained within a line for bid; flying which is not reserved by the Company for administrative purposes; and flying which becomes available during the month.

2. Flying which becomes available on greater than forty-eight (48) hour notice from report time must be placed in Open Time and made available for voluntary pick up by any Flight Attendant who is legal to operate flight(s) prior to being assigned to a Flight Attendant scheduled for a reserve assignment on such day.

3. The Company will electronically post known Open Time as soon as practicable, but no less frequently than once every twelve (12) hours.

4. The Company may assign Open Time, which becomes available greater than forty-eight (48) hours' notice from report time to any Flight Attendant from the following classifications in the following order:

- a. a Flight Attendant having a build-up line constructed;
- b. line holders, in seniority order, who have submitted a request for an Open Time trip (provided the request does not disrupt one of his/her existing trip(s));
- c. line holders who have fallen below their original line value, on the same day as lost flying, due to Marketing or Scheduling changes that occur after the monthly bid lines are awarded.

5. Open time that cannot be covered using the resources listed in paragraph G.4, above, and flying which becomes available within forty-eight (48) hours prior to its report time, will be assigned to Flight Attendants from the following classifications, in the following order, except the Company may use or save its reserves at its discretion.

- a. Flight Attendants who are "Time Available" under this Section;
- b. Line holders who have expressed a willingness to fly ("will fly") on particular day(s), (provided the request does not disrupt an existing trip and provided further that, the time required to contact such Flight Attendant will not delay the trip's departure);
- c. Line holders who have fallen below their original line value, on the same

day as lost flying due to Marketing or Scheduling changes that occur after the monthly bid lines are awarded.

- d. Line holders, who previously called in sick for a multiple day pairing, but have called in "well" prior to the ending time of original trip, but for operational reasons, or if his/her trip has been picked up by a Line holder, cannot be returned to their originally scheduled trip.
- e. Line holders who are already on a bid trip or who are scheduled to be on a bid trip.
- f. Flight Attendants who are off duty. When selecting an off duty Flight Attendant the Company will first call Flight Attendants who are in the domicile of the unassigned flying, in reverse seniority order; then in other domicile(s), in reverse seniority order.
- g. Check Flight Attendant performing non-flying duties;
- h. Flight Attendants who are in Training or ground school;
- i. Instructors/Management.

## 6. Extensions

- a. An extension shall be defined as any involuntary additional flight assignment, including deadhead, which is added to a Flight Attendant's original trip. An extension added at the end of a trip will never exceed two (2) flight segments, including deadhead, beyond the Flight Attendant's original trip release time.
- b. A Flight Attendant will be compensated at one hundred fifty percent (150%) of his/her applicable hourly pay rate for any extension assignment, which includes any type of flying added to a trip, whether in the beginning, middle or end of the trip. All pay associated with an extension will be in addition to the Flight Attendant's monthly guarantee.
- c. A Flight Attendant who is extended more than one (1) hour beyond his/her originally scheduled return to domicile will be provided sufficient time to make phone calls to make personal arrangements.
- d. A Flight Attendant may decline an extension assignment four (4) times per calendar year, but no more than one (1) time in a calendar quarter. The last available Flight Attendant may not decline an extension assignment; however such Flight Attendant will have the extension assignment paid at

one hundred fifty percent (150%) (and his/her attempted decline will not be counted toward the decline entitlement).

- e. A Flight Attendant will not have flying added to the beginning or end of a trip more than two (2) total times in a bid month.

## 7. Junior Manning Assignments

- a. A Junior Manning Assignment shall be defined as any involuntary flight assignment, including deadhead, which is scheduled to operate on a scheduled day off.
- b. A Flight Attendant will not be Junior Assigned more than two (2) times in a bid month.
- c. A Flight Attendant will be entitled to decline a Junior Manning Assignment four (4) times in a calendar year, but no more than one (1) time in a calendar quarter.
- d. A Flight Attendant who is Junior Assigned will receive pay for the flight time of the Junior Manning Assignment equal to one hundred fifty percent (150%). All pay associated with a Junior Assignment will be in addition to the Flight Attendants monthly guarantee.
- e. A Flight Attendant who completes a Junior Manning Assignment will not be subject to an extension and will be released upon completion of the scheduled Junior Manning Assignment.
- f. A Flight Attendant will not be Junior Assigned more than eight (8) times in any calendar year.
- g. A Flight Attendant who is Junior Assigned may elect to have the trip remain posted in Open Time for up to six (6) hours prior to the scheduled report time of the trip so that another Flight Attendant will have the opportunity to pick up the trip voluntarily. If another Flight Attendant picks up the Junior Assigned trip, Crew Scheduling will notify the Junior Assigned Flight Attendant that he/she has been released from the trip as soon as possible. If the trip is not picked up, the Junior Assigned Flight Attendant is responsible for the trip.

## 8. Junior Assignment Limitations

- a. A Flight Attendant will not be Junior Assigned when initiating a phone call to Crew Scheduling or when accessing the Company's computer system,

except when a call is made by the Flight Attendant to Crew Scheduling following the Company's attempt to contact the Flight Attendant for a Junior Assignment within the preceding two (2) hours. A message to call Crew Scheduling may be delivered through the Company's computer system.

- b. When making a Junior Assignment in accordance with the provisions of this paragraph, Crew Scheduling must clearly state to the Flight Attendant that he/she is being Junior Assigned.
  - c. A Flight Attendant will not be Junior Assigned if his/her days off for the month would be reduced more than two (2) days less than the contractual minimum.
  - d. A Flight Attendant who is Junior Assigned on one of his/her contractual minimum days off will be given a compensatory day off.
  - e. Compensatory days off will be awarded pursuant to Section 6.
  - f. A Flight Attendant whose schedule would be disrupted by a Junior Assignment will not be considered available if other Flight Attendants are available whose bid schedules would not be disrupted by the Junior Assignment. If a Flight Attendants schedule is disrupted, he/she will be pay protected for any time lost.
9. Flight Attendants assigned Open Time by the Company will be contacted in the following manner, but no more than 48 hours in advance:
- a. Telephone contact with the Flight Attendant;
  - b. In person, by a member of Inflight or Flight Operations personnel;
  - c. A CrewTrac message or ACARS message to call Crew Scheduling;
  - d. If CrewTrac or ACARS is used for notification, the Flight Attendant may call his/her Base Manager or on-call Duty Manager to discuss the assignment.
10. A log that includes all qualifying junior assigned or extended events will be maintained by the Company and made available during normal business hours, or electronically, to the MEC President, or his/her designee, upon request.
11. General



- a. An off duty Flight Attendant will not be required to sit home reserve or airport reserve.
- b. A Flight Attendant who has previously been approved for a dropped trip or partial trip, will not have flying involuntarily added to the scheduled trip during the period of the dropped trip or partial trip.
- c. A Flight Attendant who voluntarily picks up Open Time flying will not have additional flying involuntarily assigned to them at the beginning, middle or end of the trip.
- d. A Flight Attendant will not be given a flying assignment because he/she has contacted Crew Scheduling or Inflight Management regarding routine inquiries, unless he/she has been called by Crew Scheduling in the last two (2) hours for the purpose of making an Open Time assignment.
- e. At no time will the Company place additional flying on a Flight Attendant's schedule after the bid lines are awarded without first notifying the Flight Attendant regarding the additional flying.
- f. If the Company offers any type of premium pay to Flight Attendants who voluntarily pick up Open Time flying during a specific period of time, the Company will pay all Flight Attendants who previously picked up Open Time Flying on the designated days, and perform such flying, the equivalent amount of premium pay.

## **H. RESCHEDULING AND CANCELLATIONS**

1. The Company may make changes to a Flight Attendant's line or trip when necessary to prevent cancellations, to prevent or reduce delays, or otherwise maintain schedule integrity.

### **2. Line Holder**

- a. A Flight Attendant whose flight is removed or canceled will be placed on "Time Available" status during the period of the lost flight and will be subject to the Time Available obligations as stated in H.3. below.
- b. A Flight Attendant on Time Available status will be subject to reassignment during his/her original trip duration and paid pursuant to the Trip Guarantee provisions in Section 18 of this Agreement.
- c. A Flight Attendant who is reassigned during the Time Available period will not have new flying added which would require him/her to report for duty



earlier than the originally scheduled report time or be released more than one (1) hour beyond his/her originally scheduled release time. However, a Flight Attendant may be offered, and elect to accept, an assignment which is earlier than the report time of the originally scheduled trip.

- d. A Flight Attendant who has a CDO trip, or portion thereof, removed or canceled will be placed on Time Available status. He/she must be contactable beginning at report time of the originally scheduled CDO trip and ending at the departure time of the last CDO flight in his/her domicile. He/she will only be reassigned from Time Available status to another CDO trip.
- e. A Flight Attendant who incurs a cancellation shall not be required to remain at the airport, without a specific flight assignment, for a period of no longer than forty-five minutes from the time that he/she is notified of a cancellation by Crew Scheduling.
- f. A Flight Attendant who incurs a cancellation within three (3) hours of his/her original trip release time will not be required to remain at the airport if the Company does not have a reassignment for the Flight Attendant at the time he/she is notified of the cancellation.
- g. A Flight Attendant will be released if not given a reassignment by one (1) hour prior to the scheduled release time of his/her original trip.
- h. A Flight Attendant may not be rescheduled to complete an overnight, if he/she was not originally scheduled for an overnight.
- i. Crew Scheduling will return the Flight Attendant to his/her originally scheduled trip as soon as practicable.

### 3. "Time Available" Flight Attendant Obligations

- a. A Flight Attendant must be contactable during the Time Available period. He/she shall provide Crew Scheduling with a contact number if not contactable at the phone number on record.
- b. A Flight Attendant who is not at the airport at the time of a flight cancellation or removal, or who leaves the airport subsequent to a cancellation or removal, must be contactable during the originally scheduled duty period of the lost flying.
- c. A Flight Attendant who is not already at the airport or in a Company provided rest facility shall be subject to no less than the call-out time

specified for reserves in Section 5.M.2.c. of this Agreement (Reserves).

- d. A Flight Attendant shall not be required to sit as a "ready reserve" at the airport.
- e. A Flight Attendant on Time Available status will be considered on duty and will earn per diem.
- f. A Flight Attendant who incurs a cancellation on the last flight prior to his/her original trip release time may be placed on Time Available status with one hundred percent (100%) cancellation pay or be released into rest with Crew Scheduling approval after notification of such cancellation and receive pay equal to fifty percent (50%) of the scheduled flight time of such canceled flight(s).

*Example 1: A Flight Attendant's Trip release time is scheduled at 1500. At 0900, the Flight Attendant is notified that his/her last turn is canceled and the Company does not have a reassignment. The Flight Attendant must remain at the airport until 0945. The Company contacts the Flight Attendant at 1100 to assign new flying. The Flight Attendant will report to the airport no later than 1300 to accept an assignment that must release the Flight Attendant from duty prior to 1600.*

*Example 2: A Flight Attendant's Trip release time is 1800. The Flight Attendant's last turn is delayed until 1700. At 1730, the Flight Attendant is notified that his/her delayed flight is now canceled and the Company does not have a reassignment. The Flight Attendant is immediately released from duty because he/she is within one (1) hour of his/her original Trip release time.*

*Example 3: A Flight Attendant's Trip release time is 1400. At 1130, the Flight Attendant is notified that his/her last turn has been canceled and the Company does not have a reassignment. The Flight Attendant is not required to remain at the airport because he/she is within three (3) hours of his/her original Trip release time, however, the Flight Attendant is on Time Available status until 1400.*

#### 4. Reserves

A reserve line holder on reserve days may be rescheduled up to the limitations of the FAR's.

#### 5. General

- a. A Flight Attendant holding a Part-time line is subject to the same rescheduling provisions as a Full-time Flight Attendant, but cannot be selected to cover Open time under the provisions of Section 5.G.5.f. (Junior Manning).
- b. A Flight Attendant who is removed from training in order to prevent a flight cancellation will be assigned flying which will return the Flight Attendant to his/her domicile within the previously scheduled calendar day(s) of such training.
- c. If two (2) Line holders are scheduled for the same flight due to a scheduling error or aircraft equipment change, the senior Flight Attendant shall have the option to take the trip or call Crew Scheduling to be placed on "Time Available" status.
- d. If, in actual operation, a Flight Attendant cannot be returned to domicile within the scheduled limits due to irregular operations, he/she shall be returned to domicile as soon as practical given the FAR rest requirements.

## **I. IRREGULAR OPERATIONS (IROP)**

- 1. The Company and the Union mutually agree that certain significant events pose unique challenges to the Company's ability to restore their system to normal operations. Such significant events cannot be anticipated but are expected to occur only rarely.
- 2. An IROP is caused by severe weather, ATC disruptions to air traffic, a SOC interruption or other event that significantly affects the Company operation. It may be isolated to a single hub, a specific area of operation, or the entire system.
- 3. When IROP conditions are encountered or are expected, the Vice President, Flight Operations, or his/her designee, may declare an Irregular Operation Plan (IROP).
- 4. When declared, the Company will post a message in CrewTrac and a notice on all releases.
- 5. Scheduling Relief
  - a. Line Holders
    - i. Rescheduling parameters as outlined in Section 5.H.2. are suspended during the IROP period.

- ii. Line holders losing trips or portions thereof must remain at the airport after his/her cancellation(s), and contact Crew Scheduling.
- iii. A Flight Attendant shall not be required to remain at the airport, without a specific flight assignment, for longer than one hundred twenty (120) minutes from the time he/she contacts Crew Scheduling or at the termination of his/her originally scheduled trip, whichever occurs sooner.

**b. Reserves**

- i. Reserve assignment parameters as outlined in Section 5.M.2.f. and 5.M.2.g. are suspended during the IROP period.
- ii. A Reserve Flight Attendant, after completing an assignment, will be placed back on reserve status (either home or ready) at the discretion of the Company, up to the limits of the FARS.

6. While on duty, Flight Attendants will continue to receive per diem in accordance with Section 17.

**7. Termination of an IROP event**

The IROP event will terminate when operations fall back to manageable conditions and will be communicated via CrewTrac.

- a. Within thirty-six (36) hours of a declared IROP, the Vice President Flight Operations, or his/her designee, will issue a summary statement outlining the IROP event.
- b. Flight Attendants shall be updated daily, via CrewTrac message, regarding the current status of the declared IROP event.

**J. TRADES AND DROPS**

1. All trip and reserve day trades, swaps, pick-ups and drop requests must be in writing and submitted electronically to the Company, using the designated form, no fewer than forty-eight (48) hours in advance of the requested assignment. The Company will be responsible to maintain, in working order, electronic means by which a Flight Attendant accesses his/her schedule (including home access).

2. The Company will approve or deny the request within forty-eight (48) hours of its receipt. A Flight Attendant, who wishes to have his /her request withdrawn at this point, if it has not been processed, may so indicate on the written request.

Requests will not be unreasonably denied.

3. Whole trips or partial trips can be dropped, swapped or traded. Flight Attendants may not trade lines.

4. A trip trade/drop is considered approved when the Flight Attendant receives written confirmation from the Company via computer message or return of an approved written request.

5. A Flight Attendant who loses time from his/her line due to a drop/swap trip will have his/her guarantee adjusted downward by the amount of time which the transaction takes the Flight Attendant below guarantee or previously adjusted guarantee. For the purpose of guarantee adjustment, a reserve day shall have a value of 3.75 hours. The guarantee shall be restored on an hour for hour basis for all trips picked up.

6. Full time Flight Attendants may not drop below sixty-five (65) hours per month except as provided in Section 5 J.13 below. Part time Flight Attendants cannot voluntarily drop trips below four (4) days per month.

7. Requests for trip trades, dropped trips, swapped trips and pick-ups will be made on a first come, first assigned basis. All requests for trip trades, drops, swaps and pick-ups must be time and date stamped to protect the integrity of the drop/swap process. In the event that two (2) or more requests are made at the same time for the same trip on the same day, assignments will be made based upon seniority.

8. Trades between Flight Attendants at the same domicile that are legal pursuant to FAR's and this Agreement shall be approved. Trades between Flight Attendants do not have to be of equal value or covering the same days.

9. A Part time Flight Attendant can voluntarily work more than eight (8) days in a bid month.

10. A Part time Flight Attendant who does not work six (6) days in a given month will not be afforded pass benefits for the following calendar month. Once a Part time Flight Attendant has completed six (6) days of work in a given month, pass benefits will be active for the following calendar month.

11. Trades which involve the same calendar day(s) will be awarded provided there is no specific operational reason to decline the request.

12. If the Company denies any trip trade request, the Flight Attendant will be provided with the specific operational reason for the denial.

13. A full-time Flight Attendant may drop/trade a trip to or with another Flight Attendant who is willing to accept such trip as long as the mutual drop/trade(s) do(es) not cause either Flight Attendant to drop below fifty ( 50) hours. If a Flight Attendant loses time as a result of such drop/trade his/her guarantee may be adjusted downward in accordance with Section 5.J.5. Under this provision the trips may not be dropped into open time.

#### **K. WILL FLY**

1. The Company will maintain a list of Flight Attendants volunteering to pick up Open Time flying (Will Fly) on a daily basis. The Company will note the "will fly" assignment on the Flight Attendant calendar at the same time he/she informs the Company of his/her desire to be placed on "will fly".

2. A Flight Attendant may add his/her name to the "will fly" list at any time and remove his/her name from the list at any time.

3. A Flight Attendant must be legal to fly on the day requesting "will fly" status.

4. Flight Attendants on the "will fly" list will be contacted in seniority order.

5. Flight Attendants on the "will fly" list who are contacted by the Company for an Open Time assignment may refuse such assignment, without discipline.

6. If a Flight Attendant on the "will fly" list is contacted by the Company and accepts an assignment, the Flight Attendant will be paid above guarantee, at one hundred percent (100%) of his/her hourly rate of pay, for actual flying performed.

7. A Flight Attendant on "will fly," who accepts an assignment by the Company, will not have such assignment changed to any different flying once the Flight Attendant has been notified and the Flight Attendant has approved the flying assignment as originally offered, unless first agreed to by the Flight Attendant.

8. A "will fly" Flight Attendant may reduce his/her minimum days off as a result of a "will fly" assignment.

9. Nothing shall prevent the Company from attempting to contact more than one (1) "will fly" Flight Attendant for an assignment if a "will fly" Flight Attendant is not contactable when called.

#### **L. CDO LINES (HIGH SPEEDS)**

1. Continuous duty overnight (CDO) assignments refer to a single duty period trip

which is scheduled to be completed later than 0400 (local time) on the day subsequent to the day the trip begins and during which there is a minimum scheduled break of five (5) hours however, the Flight Attendant is not released into rest.

2. Full time Flight Attendants holding pure CDO lines (high speeds) will not be scheduled more than sixteen (16) CDO trips in a 31-day bid month, and more than fifteen (15) in a 30-day bid month.

3. A Flight Attendant will not be scheduled to work more than four (4) consecutive CDO trips. A Flight Attendant can voluntarily work more than four (4) CDO trips in a row, but no more than five (5) in a row.

4. A Flight Attendant holding a pure CDO line will not be scheduled/ rescheduled, by the Company, from a CDO to any other trip, other than another CDO. For operational necessity, a CDO trip may be rescheduled to a legal overnight provided that the release time in domicile on the second day will not be scheduled more than two (2) hours beyond the original CDO trip release time and the Flight Attendant is notified of such change prior to report time for such trip. A Flight Attendant will not be extended by the Company upon return to domicile.

5. Pay for CDO trips will be the greater of the actual flight time or four (4) hours of flight pay at the Flight Attendant's applicable hourly rate.

## **M. RESERVE**

1. A Reserve Flight Attendant is one who does not hold a Regular flying assignment and is available to perform any Open Time flying not flown by Flight Attendants holding a Regular bid line. A Reserve shall either be Home Reserve or Airport (Ready) Reserve.

- a. Part-time lines will not consist of more than twenty percent (20%) Reserve lines.
- b. On the last day of a block of reserve days, a Flight Attendant will be released from reserve no later than when the last scheduled flight departs which the Reserve Flight Attendant would be legal to fly and still return to the domicile that evening. The Flight Attendant must receive an express release from the Company.
- c. Reserve Flight Attendants may trade reserve days or days off and pick up Open Time on scheduled days off, if legal, provided the flying does not conflict with scheduled reserve assignments. All flying picked up from



Open Time by a Reserve Flight Attendant on a scheduled day off will be paid above monthly guarantee.

- d. A reserve day, in which a Flight Attendant is not given a flying assignment, will not be considered a day off.

## 2. Home Reserve

- a. A Home Reserve Flight Attendant is required to be on-call for a period of no more than sixteen (16) hours on a reserve day. A Home Reserve Flight Attendant may be contacted by the Company during the on-call period to begin a duty assignment that is scheduled to commence and conclude consistent with the limitations of the FAR's. If a Home Reserve Flight Attendant is contacted for an assignment during the last two (2) hours of the home reserve period, the assignment given will not commence in the current calendar day.
- b. A Home Reserve Flight Attendant must provide the Company with a phone number in his/her domicile.
- c. A Flight Attendant on Home Reserve shall report to the airport crew room for check in no later than two (2) hours after he/she is contacted. If a Home Reserve Flight Attendant is contacted for a trip which is scheduled to depart in two (2) hours or less, Crew Scheduling may authorize reimbursement for use of short/long term parking facilities and waive crew check-in requirements, with Flight Attendant approval.
- d. A Home Reserve Flight Attendant must report to work prepared for an overnight even if he/she has been assigned a one (1) day trip.
- e. The Company will assign trips to Reserves in an equitable manner, assigning in seniority order.
- f. A Home Reserve Flight Attendant will only be assigned airport reserve status after exhausting all scheduled Airport Reserves for that airport reserve period, with the exception of an irregular operation.
- g. A Reserve Flight Attendant who completes an assignment must contact Crew Scheduling before leaving the airport. A Reserve Flight Attendant who completes an assignment may be given additional assignments, however can be held for a maximum of one (1) hour at the airport for the purpose of accepting further flying assignments which must be scheduled to depart within three (3) hours of arrival of the last flight. The one (1) hour "hold" time period will begin at block in time of the last flight or at the



originally scheduled airport reserve release time. Only if he/she receives an express release from the Company will a Flight Attendant be considered in a rest period. A Flight Attendant may request an early release.

- h. If a Home Reserve Flight Attendant is contacted during a Home Reserve period to accept an assignment that requires him/her to report to the airport during the same calendar day, the Home Reserve Flight Attendant is considered released from Home Reserve duty and is no longer obligated to be available for contact until report time at the airport for the assignment.
- i. A Home Reserve Flight Attendant may not be assigned Airport Reserve or a flying assignment greater than forty-eight (48) hours from report time for assignment.

### 3. Airport (Ready) Reserve

- a. An Airport Reserve Flight Attendant is required to be on-call at the airport, in uniform, prepared to work, for a period of eight (8) hours, beginning when he/she reports to the airport and signs in as an Airport Reserve.
- b. A Flight Attendant on Airport Reserve is considered on duty from the time he/she signs in as an Airport Reserve at the airport and shall earn per diem for his/her scheduled reserve period beginning at check in time of the Airport Reserve period and end at release time. An Airport Reserve Flight Attendant may request an early release.
- c. An Airport (Ready) Reserve day will have a credit value of four (4) hours toward the Flight Attendant's monthly guarantee.
- d. Airport Reserve Flight Attendants shall make his/her best effort to report to the aircraft, upon notification of an assignment, within fifteen (15) minutes.
- e. When more than one (1) Flight Attendant is on Airport Reserve during the same period, assignments shall be offered to Flight Attendants in Seniority order, and taking into consideration the Flight Attendant's availability.
- f. A Airport Reserve who is assigned flying during the Airport Reserve period will not be scheduled to be on duty more than fourteen (14) hours, beginning at the report time for the Airport Reserve period.
- g. A Reserve Flight Attendant will only be assigned Airport Ready Reserve for a maximum of eight (8) days in a bid month. If all available Reserve

Flight Attendants in a Domicile have each been assigned ready reserve eight (8) days in a bid month, or no other Reserve Flight Attendant is available, a Flight Attendant can be assigned ready reserve more than eight (8) days in that bid month. A Flight Attendant may indicate his/her preference to sit as an Airport Ready Reserve using the Company designated method or Monthly bid or Standing bid (if available). A Flight Attendant may also call Crew Scheduling in advance of a scheduled reserve day and request to be assigned airport ready reserve.

#### 4. Reserve Away from Domicile

- a. A Flight Attendant on Reserve Status may be assigned to Reserve away from domicile for a period not to exceed five (5) days and four (4) nights, including deadhead flights.
- b. A Flight Attendant who is assigned Reserve away from domicile shall be provided with a single occupancy hotel room, paid by the Company, and earn per diem for the entire period of time away from domicile.
- c. A Flight Attendant who is assigned to Reserve away from domicile shall not be assigned duty which would prevent him/her from being released at his/her home domicile prior to midnight on the fifth (5th) day.

#### 5. General

- a. A Reserve Flight Attendant may use a beeper or cell phone, however, the Flight Attendant is solely responsible for ensuring the quality of service of such device and any malfunction of the beeper or cell phone is solely the responsibility of the Flight Attendant.
- b. A Reserve Flight Attendant who has been contacted by the Company for reserve assignment but who has not been reached personally, must respond within fifteen (15) minutes of the initial contact or he/she will be considered unavailable.
- c. The Company will post, in each domicile crew lounge, a list of available Reserve Flight Attendants on a daily basis.
- d. A Reserve Flight Attendant who is required to perform flying that extends him/her into a scheduled day off shall be credited above monthly guarantee at the rate of one-hundred fifty percent (150%) for all flying performed on the scheduled day off. The Reserve Flight Attendant will be returned to domicile on the first scheduled flight and will be immediately released from duty.

- e. A Flight Attendant who becomes ill during a Home Reserve period must contact Crew Scheduling immediately, for the purpose of placing themselves on sick leave status. The required two (2) hour call out time will not apply to a Home Reserve Flight Attendant who has not been given an assignment, but a Home Reserve must contact Crew Scheduling prior to being contacted for an assignment.
- f. A Home Reserve Flight Attendant who has been notified of an assignment, and subsequently becomes ill and unable to perform such assignment, must notify Crew Scheduling immediately, but in no case less than two (2) hours prior to check in time for such assignment.

## **N. GENERAL**

1. The Company will utilize a recording device for the purpose of recording phone conversations between the Flight Attendants and the Company. There shall be no general audit of the tape. In the event a dispute arises and the Company and/or the Union desires to use the tape in an investigation the Flight Attendant will, upon request, be allowed to listen to the relevant portions of the tape.
2. A Flight Attendant is not considered to be scheduled in excess of the contractual limitations if the flights to which the Flight Attendant is assigned are scheduled and normally terminate within the limitations but due to circumstances beyond the control of the Company (including but not limited to weather, mechanicals, and ATC delays) not at the time of departure expected to reach their destination within the scheduled time. A Flight Attendant shall receive full credit and be considered scheduled as applied to duty day.
3. If a Line holder requests to be placed on reserve and does not fly, then he/she will be paid as an Airport Ready Reserve for the reserve period.
4. Crew Schedulers will not make pay interpretations, or issue and/or threaten Flight Attendants with discipline.
5. If, at any time, the Company requires a Flight Attendant to maintain a personal email address for means of communication and notification, the Company shall assume the cost of such service.
6. The Company will reimburse a Flight Attendant on a trip for required calls to Crew Scheduling from a destination that does not have cellular phone service or 800 capacity. If the International destination, including, but not limited to, cities in Mexico, Canada, the Bahamas, and the United States Virgin Islands, has cellular phone service, the Flight Attendant will be reimbursed for required phone calls to

Crew Scheduling, if he/she incurs long distance and/or international charges on his/her cellular phone.

7. Charter flights will either be made available for bid in the monthly bid packet or in Open Time, if the Charter flight is scheduled after the bid period. If a Charter flight is awarded to a Flight Attendant, or picked up from Open Time, the Company may choose to buy the Flight Attendant off the trip and utilize a Flight Attendant of the Company's choosing. If the Company elects to remove a Flight Attendant who was awarded the flight, or picked up the flight, the Company will pay the Flight Attendant as if he/she operated such flight.

8. If there is no operational need for a Flight Attendant to operate a maintenance or repositioning flight, the Flight Attendant may coordinate with Crew Scheduling to deadhead back to domicile or pick up the remainder of his/her trip.

## **O. EMERGENCIES**

1. In the event of a family emergency, Crew Scheduling and/or Inflight Management will contact the Flight Attendant according to his/her contact numbers listed in the personal Flight Attendant profile.

2. In the event of an aircraft emergency that requires an immediate debriefing of the Flight Attendant by the Company, the Flight Attendant shall be pay protected for any flying missed. The Flight Attendant will be removed from the remainder of the trip at the discretion of the Director of Inflight, or the on-call Duty Manager, if the Director of Inflight is not available.

## **SECTION 6**

### **HOURS OF SERVICE**

#### **A. GENERAL**

1. The Company shall schedule Flight Attendants consistent with the requirements of this Agreement and in accordance with the applicable regulations and most current FAR's.
2. The applicable duty time and rest time limitations shall be those specified in the FAR's or as otherwise outlined in this Agreement.
3. All hours of service and scheduling provisions will apply to all Company designated domiciles.

#### **B. FAR CHANGES**

1. If the applicable limitations of the FAR's should change, either party may initiate conferences to discuss the impact on the Agreement, but such conferences shall not interfere with the Company's obligations to implement such changes.
2. If the federal regulations governing duty times and rest periods for the flight crew operating the aircraft on which a Flight Attendant is working change, either party may initiate conferences to discuss and determine the applicability of any such changes.

#### **C. DAYS OFF**

1. In actual operation, a Flight Attendant's days off for the month will not be reduced to more than two (2) days less than the contractual minimum. A Flight Attendant may voluntarily reduce his/her days off below the contractual minimum as long as he/she is legal by FARs.
2. A Flight Attendant shall not be required to keep the Company informed of his/her whereabouts while on days off or during scheduled vacation days.

#### **D. COMPENSATORY (COMP) DAY OFF**

1. If a Full Time line holder's scheduled days off are reduced below eleven (11) by the Company, (ten (10) for a Reserve line holder), for reasons other than weather and mechanical irregularities, he/she shall receive a compensatory day off in the same or succeeding month. Requests for a specific date as a

compensatory day off must be in writing. A Flight Attendant may request to be paid for the scheduled time on a compensatory day off, at the pay rate of four (4) hours per day above guarantee, and still work on such day rather than take the day off.

2. A compensatory day off will be scheduled within two (2) business days of the written request if the request is for the current month. If the request is for the succeeding month and the monthly lines have not yet been awarded, the compensatory day off will be scheduled within two (2) business days after the bid dispute period for that month. When scheduling such day off, the Company will take into consideration the Flight Attendant's request for a specific date.

## **E. REST**

### **1. Scheduled Domicile Rest**

A Flight Attendant at his/her Domicile will not be scheduled or rescheduled for less than eleven (11) hours rest between duty periods. However, if the Duty Periods before and after the rest periods are CDO's, a Flight Attendant at his/her Domicile will not be scheduled or rescheduled for less than ten (10) hours rest between the CDO's. If the inbound arrival on the last flight on the preceding Duty Period is delayed, rest period may be reduced to nine (9) consecutive hours.

### **2. Scheduled RON Rest**

A Flight Attendant will be scheduled for a minimum of nine (9) hours of rest between Duty Periods at all locations other than his/her Domicile. However, with the approval of the Union Scheduling Committee, the minimum rest period away from Domicile may be scheduled for less than nine (9) hours. Such approval will be made on a monthly basis and will be city specific.

### **3. Reduced Rest**

A Flight Attendant at an outstation who is scheduled for a reduced rest overnight (i.e.: less than nine (9) hours) will be scheduled for no more than twelve (12) hours of duty on the following day.

### **4. Rest for a Flight Attendant Rescheduled to Overnight in Domicile**

A Flight Attendant who was scheduled to overnight at an outstation but was rescheduled to overnight in his/her Domicile will be offered the opportunity to stay, at Company expense, at a hotel in the airport vicinity if the rest period is scheduled for or actually results in less than ten (10) hours of rest between Duty Periods.

5. Reserve Flight Attendants must receive the same amount of crew rest as Regular line holders.

## **F. DUTY TIME**

1. Duty periods shall not be scheduled or rescheduled in excess of fourteen (14) hours.
2. At no time will the Company require a Flight Attendant to be on duty more than sixteen (16) hours, for any reason, without approval from the Flight Attendant.

## **G. REPORT TIME**

1. In domicile, a Flight Attendant shall be required to report, and his/her duty shall commence, forty-five (:45) minutes prior to his/her first scheduled departure of the day. If such departure is delayed or rescheduled, the commencement of duty shall correspondingly be delayed or rescheduled. Flight Attendants shall be notified by Crew Scheduling if their scheduled report time is delayed by more than forty-five (:45) minutes. If such notification is not made, the original report time and commencement of duty will remain unchanged.
2. Away from domicile, a Flight Attendant shall be required to report, and his/her duty shall commence, thirty (30) minutes prior to his/her scheduled flight departure of the day. If such departure is delayed or rescheduled, the commencement of duty shall correspondingly be delayed or rescheduled. Flight Attendants shall be notified by Crew Scheduling if their scheduled report time is delayed by more than one (1) hour. If such notification is not made, the original report time and commencement of duty will remain unchanged.

## **H. RELEASE TIME**

1. In domicile and away from domicile, a Line Holder's duty shall terminate at fifteen (15) minutes after the actual block-in time of the last leg of that duty period. For a Reserve Flight Attendant, duty shall terminate at the time provided to the Flight Attendant by Crew Scheduling.
2. At no time will a Line Holder be required to check out after the conclusion of a trip.
3. Release times will not be reduced to accommodate contractual crew rest and duty periods.

## **I. INTERNATIONAL DESTINATIONS**

1. The report time and commencement of duty in an International destination will begin thirty (:30) minutes prior to departure time.

2. If the termination of duty is in an International destination, the release time shall be fifteen (:15) minutes after the actual block-in time of the last leg of that duty period.

#### **J. FLIGHT ATTENDANT CONTACT**

1. A Flight Attendant on a rest period or scheduled for a flight departing prior to 0600 local time will not be contacted between 2200 local time and two (2) hours prior to the scheduled or rescheduled flight time.

2. A Flight Attendant on a rest period subsequent to flying a CDO (high speed) trip will not be contacted between one (1) hour after release time and one (1) hour prior to his/her next report time, unless requested by the Flight Attendant.

3. Nothing shall prevent the Company from attempting to contact a Flight Attendant in the case of an emergency or in an IROP situation where the Flight Attendant must be notified of a change or emergency situation immediately.

#### **K. MEETING DUTY TIME**

A Flight Attendant will be considered on duty for all Company requested meetings.



## **SECTION 7**

### **SENIORITY**

#### **A. SENIORITY LIST**

1. Flight Attendants shall be listed on the Endeavor Air Flight Attendant Seniority List ("Seniority List") in chronological order, according to their seniority date, with the earliest date being listed first.

2. A Flight Attendant's seniority date with the Company shall commence on the date on which the Flight Attendant candidate in a new hire class begins the new hire Initial Training Program.

3. If more than one (1) Flight Attendant has the same seniority date, the oldest Flight Attendant, as determined by birth date, shall have the lowest seniority number.

4. When a Flight Attendant has had prior Company service immediately contiguous to his/her Flight Attendant seniority date, the Flight Attendant's preceding hire date with the Company shall be used for the purpose of non-revenue boarding priority, 401(k) service and length of service for vacation accrual.

5. Seniority will govern all of the following, but will not be limited to, bidding rights pursuant to Section 5, vacation preferences pursuant to Section 14, displacement, furlough and recall pursuant to Section 9, filling of positions pursuant to Section 8, travel privileges pursuant to Section 4, and as otherwise stated in this Agreement.

#### **B. SENIORITY LIST PROTESTS**

1. The Seniority list shall be updated and posted on-line monthly before bid session begins. The list shall contain the names of all Flight Attendants, including both full-time and part-time, and state whether they are active or inactive, and their seniority number. A System Wide Seniority list will also be available on-line and updated quarterly. This list shall contain the names of all Flight Attendants, including both full-time and part-time, and will include their seniority number and seniority date.

2. A Flight Attendant shall be permitted a period of thirty (30) days after the posting of the Seniority List to protest to the Company any omission or error to his/her seniority listing. A Flight Attendant who is on furlough or leave of

absence in excess of thirty (30) days, shall have thirty (30) days following his/her return to file a protest. Any protest must be written and must be submitted to the Director of Inflight or his/her designee, with a copy to the MEC President, setting forth the specifics of the alleged error, omission or incorrect positing which affected their seniority. The protest should include the employee's name, seniority date and number as published.

3. Failure to protest to the Company any such alleged omission or incorrect posting within thirty (30) days after the issuing or posting of the seniority list upon which the alleged omission originally appeared shall preclude a Flight Attendant from protesting same. A Flight Attendant may file only one (1) protest over the same issue. At the end of the protest period, the Director of Inflight, or his/her designee, shall review the protests with the MEC President, or his/her designee. The parties shall attempt to agree on the validity of the disputed information and a resolution. The Company shall advise the Flight Attendant, with copy to the MEC President, why the protest is denied or upheld. The Union retains the right to file a grievance over the response to the protest. The exclusive remedy shall be the correction of the Seniority List on a prospective basis, and no Flight Attendant shall be entitled to any pay or monetary relief.

### **C. PROBATION**

1. Each Flight Attendant will be on probation for the first one hundred and eighty (180) days of active service with the Company as a Flight Attendant. Probation shall commence on a Flight Attendant's seniority date.

2. During a Flight Attendant's probationary period, the Company may warn, suspend or discharge such Flight Attendant and the Flight Attendant shall have no recourse within the grievance or System Board procedures.

### **D. SENIORITY CHANGES**

1. A Flight Attendant will forfeit all employment and seniority rights and his/her name shall be removed from the Seniority List if he/she resigns, is discharged, or declines or fails to return from furlough or leave of absence. A Flight Attendant who voluntarily transfers to another department within the Company will lose all seniority and longevity and will have his/her name removed from the Seniority List after nine (9) months, unless he/she resigns or is discharged earlier.

2. A Flight Attendant, who transfers to an Inflight supervisory position, or to a training position, shall retain and continue to accrue seniority and longevity. A Flight Attendant accepting such a position loses his/her right to representation by the bargaining unit.

3. A Flight Attendant returning to the line from an Inflight supervisory position, or training position, which was obtained pursuant to paragraph D.2. above, shall exercise his/her seniority to fill any vacancy at any domicile, or may return to the domicile base held prior to such assignment provided that no Flight Attendant is displaced as a result.

## **SECTION 8**

### **FILLING OF POSITIONS**

#### **A. PERMANENT POSITIONS**

1. A permanent position is a position expected to last for more than three (3) months, except a permanent position shall not be created for pregnancy leave, medical leave, or other approved leave. A permanent position may be either full-time or part-time. When the Company determines that there should be a new permanent position or that a vacated permanent position should be filled it will announce such position for bid. The announcement shall state the domicile, number of positions available, their effective date and be posted via CrewTrac message to all Flight Attendants and in each domicile crew lounge for a period of no fewer than seven (7) calendar days.

2. Flight Attendants shall be allowed to submit a permanent bid and shall have the right to change their permanent bid any time prior to the vacancy bid closing. The Company shall establish guidelines under which bid forms are to be completed. An On-line permanent bid form will be made available to the Flight Attendants. The on-line form may be submitted at any time and will remain on file with the Company until it is requested to be removed or changed by the Flight Attendant.

3. When a part-time Flight Attendant position is available, full-time Flight Attendants shall be provided the opportunity to transfer to such positions in system seniority order prior to the Company hiring an external applicant. When a full-time Flight Attendant position becomes available, part-time Flight Attendants shall be permitted to transfer to such position in system seniority order prior to the hiring of an external applicant.

4. The Company will award permanent positions from the Permanent bid file, in system seniority order. If there are insufficient bidders, the Company may assign positions in reverse seniority order or assign them to newly hired Flight Attendants. Awards/assignments shall usually be posted in two (2) business days, but no later than five (5) calendar days after the close of bidding for positions. The Company may cancel a position at any time prior to its award and posting.

5. A Flight Attendant who is awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of three (3) months, unless released earlier by the Company. In the case of a new domicile that has opened in the last twelve (12) months, a Flight Attendant who is

awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of six (6) months, unless released earlier by the Company. A Flight Attendant will be allowed a maximum of two (2) domicile transfers per rolling twelve (12) month period. Hardship cases will be considered by the Director of Inflight on an individual basis.

6. The affected Flight Attendants must be sent written notification from the Company, via a CrewTrac message, of the vacancy award/assignment, at the time of the posting.

7. A Flight Attendant awarded or assigned a permanent position, shall be given no fewer than twenty (20) days unless extenuating circumstances, then it may be reduced to no fewer than fourteen (14) days notice in writing from date of the award/assignment to report to the new domicile.

8. Crew Scheduling shall provide a minimum of five (5) of the awardee's days off consecutively within the first thirty (30) day period after written notification of the vacancy award to relocate to his/her new domicile. It is the Flight Attendant's responsibility to be available at his/her new domicile from the first day of his/her report date regardless of whether he/she has actually relocated.

9. Permanent positions shall be filled by Flight Attendants who are active and available or who are anticipated to be active and available at the time of the effective date of the position or within sixty (60) days. The Company may require satisfactory documentation of availability.

## **B. TEMPORARY POSITIONS (TDY)**

1. A temporary position is a position expected to last fewer than three (3) months. A temporary position may be either full-time or part-time.

2. When the Company determines that there should be a new temporary position or that a vacated temporary position should be filled, it will announce such position for bid. The announcement shall state the domicile(s), number of positions available, their effective date and be posted via CrewTrac message to all Flight Attendants and on paper in each domicile crew lounge for a period of no fewer than seven (7) calendar days.

3. Active and available Flight Attendants shall be allowed to submit a temporary bid and shall have the right to change his/her temporary bid any time prior to the vacancy bid closing. The Company shall establish guidelines under which bid forms are to be completed.

4. The Company will award temporary positions from the bids submitted for the

temporary vacancy, in system seniority order of active and available Flight Attendants. Bids for Permanent vacancies will not be used to fill temporary vacancies. If there are an insufficient number of bidders, the Company may assign temporary positions in reverse seniority order or fill the positions with newly hired Flight Attendants. Awards/assignments shall be posted in two (2) business days, but no later than five (5) calendar days, after the end of the posting period.

5. A Flight Attendant holding a temporary position shall bid a line in the temporary domicile.

6. The affected Flight Attendants must be sent written notification, via CrewTrac message, of the vacancy award at the time of the posting.

7. A Flight Attendant filling a temporary position away from his/her domicile and residence, will be paid per diem expenses and receive lodging in accordance with this Agreement for the full duration of the temporary assignment.

8. A Flight Attendant filling a temporary position away from his/her domicile will be deadheaded from his/her domicile to the temporary domicile at the beginning and end of the temporary assignment.

9. In the event of operational necessity, the Company may post a TDY vacancy, at a particular domicile(s) in an effort to increase the number of Flight Attendants at a different domicile(s). The vacancies will be awarded in domicile seniority order or involuntarily assigned in reverse domicile seniority order.

### **C. OPENING AND CLOSING OF DOMICILES**

1. If possible, the Company shall advise the Union and the Flight Attendants of its decision to open or close domiciles at least sixty (60) days prior to the effective date.

2. If, during the terms of this Agreement, the Company chooses to open additional Flight Attendant domiciles, the following rules shall apply:

a. If possible, the Company will notify the Union in writing at least sixty (60) days prior to the opening of a Flight Attendant domicile.

b. The Company will announce the new domicile vacancies via CrewTrac message to all Flight Attendants and post it, in writing, at each domicile crew lounge for a period no fewer than seven (7) calendar days. The announcement shall state the new domicile location, number of positions available, their effective date, and any other relevant information.

- c. All voluntary transfers to the new domicile will be awarded in seniority order of active and available Flight Attendants, system wide, from the new domicile bid awards on file. Any remaining vacancies in the new domicile will be filled in reverse seniority order, system wide, or awarded to new hire Flight Attendants.
  - d. Vacancy awards for the new domicile must be posted at each domicile crew lounge in two (2) business days, but no later than five (5) calendar days, after the closing of the bids. The affected Flight Attendants must be sent written notification, via CrewTrac message, of the vacancy award at the time of the posting.
  - e. A Flight Attendant who is awarded or assigned a permanent position at a new domicile shall be given no fewer than twenty (20) days, unless extenuating circumstances exist, then it may be reduced to no fewer than fourteen (14) days from the vacancy posting to report to the new domicile.
3. If, during the terms of this Agreement, the Company chooses to close, or reduce the number of Flight Attendants in a domicile by more than twenty-five percent (25%) in a thirty (30) day period, the following rules shall apply:
- a. If possible, the Company will notify the Union in writing at least sixty (60) days prior to the closing of a domicile or the reduction of the number of Flight Attendants at a domicile by more than twenty-five percent (25%) in a thirty (30) day period.
  - b. In the event that a reduction of Flight Attendants by more than twenty-five percent (25%) in a thirty (30) day period occurs in a domicile, this reduction will be posted by the Company as a domicile bid at least sixty (60) days prior to the effective date of the reduction, if possible.
  - c. If an insufficient number of Flight Attendants bid to leave the affected domicile, Flight Attendants will be displaced in reverse seniority order.

## **SECTION 9**

### **DISPLACEMENT, FURLOUGH AND RECALL**

#### **A. DISPLACEMENT AND FURLOUGH**

1. Prior to furloughing Flight Attendants, the Company will offer an opportunity for voluntary furlough in seniority order, regardless of FT/PT status at the domicile being reduced. If sufficient Flight Attendants do not volunteer, the Company will post a notice of position reduction on the bulletin board in the domicile(s) affected, and on-line, for a minimum of thirty (30) days, if possible, prior to the effective date of the reduction. Notice of the position reduction will include:

- a. The number of positions being reduced;
- b. The effective date of the reduction;
- c. The closing date for changing permanent bids prior to the reduction; and
- d. The names of the Flight Attendants who will be displaced as a result of reduction of positions from the domicile.

2. A displaced Flight Attendant may bump the most junior Flight Attendant on the system. A displaced Flight Attendant who is too junior to bump the most junior Flight Attendant on the system will be furloughed.

3. A displaced or furloughed Flight Attendant shall be notified in writing at the last filed address or by personal delivery acknowledged in writing by the Flight Attendant.

4. A Flight Attendant who is displaced shall be given no fewer than twenty (20) days, unless extenuating circumstances, no less than fourteen (14) days' notice from the date of the displacement to report to the new domicile.

5. Crew Scheduling shall provide a minimum of five (5) days of a displaced Flight Attendant's days off consecutively within the thirty (30) day period after written notification of the displacement to relocate to his/her new domicile. It is the Flight Attendant's responsibility to be available at his/her new domicile from the first day of his/her report date regardless of whether he/she actually relocated.

6. A furloughed Flight Attendant shall maintain a current address on file with the Company throughout the furlough period. The Company will provide the Union with current addresses of furloughed Flight Attendants upon request.



7. A furloughed Flight Attendant shall maintain full pass travel privileges during the period of furlough to the degree they are available pursuant to pass travel policy, but no less favorable than any other non-management Endeavor Air, Inc. employee.

## **B. RECALL**

1. A furloughed Flight Attendant who is subsequently recalled shall retain seniority but not longevity for the furlough period.

2. Flight Attendants will be recalled from furlough in domicile seniority order; that is, in seniority order from the domicile which the Company is seeking to increase. If all furloughed Flight Attendants from a particular domicile decline recall, the Company will then offer, in system seniority order, furloughed Flight Attendants from other domiciles the opportunity to be recalled and transfer to the domicile that the Company is seeking to increase. If the Company is unable to fill the vacancies through recall, it may then hire new Flight Attendants to fill those vacancies.

3. The seniority and recall rights of a furloughed Flight Attendant will terminate if such Flight Attendant is not recalled within thirty-six (36) months of his/her last furlough.

4. A Flight Attendant will be notified of his/her recall in writing, by certified mail, return receipt requested at the last filed address or by personal delivery acknowledged in writing by the Flight Attendant. A Flight Attendant will have five (5) business days after delivery of the recall notice to notify the Company of his/her intent to return to work. Unless otherwise extended by the Company, a recalled Flight Attendant must report for work within fourteen (14) business days after the filing of his/her intent to return to work.

5. A furloughed Flight Attendant who fails to accept recall from furlough within the time limits above shall be considered to have resigned from the Company except that a furloughed Flight Attendant may decline a recall that would require transfer to another domicile without being deemed to have resigned.

## **SECTION 10**

### **LEAVES OF ABSENCE**

#### **A. PERSONAL LEAVE**

1. A non-probationary Flight Attendant, upon proper application to the Company, may be granted a personal leave of absence not to exceed one (1) year. Such leave may be extended at the discretion of the Company.
2. A Flight Attendant on personal leave will be removed from active service for the period of the leave.
3. A Flight Attendant on a personal leave will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for a period up to thirty (30) days.
4. A Flight Attendant is required to become current under FAR's before returning to work. Failure to pass training will result in dismissal.
5. A Flight Attendant on a personal leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

#### **B. MEDICAL LEAVE**

1. A Flight Attendant who has exhausted sick leave, upon proper application to the Company including satisfactory medical evidence of inability to work, will be granted a medical leave of absence for a period of up to twelve (12) months. Upon request and based upon further satisfactory medical evidence, the Company may, at its discretion, extend the leave for an additional period, but in no case shall a medical leave exceed a total continuous period of thirty-six (36) months.
2. A Flight Attendant on medical leave of absence will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for a period of up to thirty (30) days.
3. A Flight Attendant on medical leave of absence shall be removed from active service for the period of the leave.
4. A Flight Attendant is required to become current under FAR's before returning to work. Failure to pass training will result in dismissal.

5. A Flight Attendant on a medical leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

### **C. MATERNITY LEAVE**

1. A Flight Attendant must notify Inflight Management no later than the twentieth (20th) week of her pregnancy.

2. A Flight Attendant who is pregnant and who has exhausted sick leave will be granted a maternity leave of absence in accordance with applicable law.

3. A Flight Attendant who desires to continue to fly after the first twenty-seven (27) weeks of her pregnancy shall provide the Company, on a monthly basis, written approval from her personal physician.

4. A Flight Attendant placed on maternity leave of absence may be, upon request, considered for other available jobs for which she is qualified.

5. A Flight Attendant on maternity leave of absence will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for a period up to thirty (30) days.

6. A Flight Attendant on maternity leave of absence shall be removed from active service for the period of the leave.

7. Maternity leave expires one hundred twenty (120) days after the birth of the child. A Flight Attendant may request, and the Company may, at its discretion, extend the unpaid Maternity leave period to a maximum of one (1) year following the birth of a child. The Company may require the Flight Attendant to provide satisfactory documentation to support such request. Any maternity leave will be in compliance with state and/or federal law.

8. A Flight Attendant's health benefits shall continue in compliance with applicable state and/or federal law provided appropriate premiums are paid.

9. A Flight Attendant may use earned vacation time during her period of maternity leave to the extent available, and may use accrued sick bank during her period of maternity leave during pregnancy, childbirth, surgery, hospitalization, related medical conditions or her illness while on leave.

10. A Flight Attendant on maternity leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

## **D. MILITARY LEAVE**

1. Flight Attendants who are members of the armed forces of the United States will be granted military leave in accordance with applicable military leave law. A copy of the Flight Attendant's orders must be submitted to the Company by the twentieth (20th) day of the month preceding service. If the orders are received after the twentieth (20th) of the preceding month, they shall be submitted to the Company within twenty-four (24) hours of receipt.
2. Flight Attendants on military leave must provide documentation on the duration of such leave in conjunction with applicable law.
3. Flight Attendants on military leave must advise Base Management when returning from Military leave.
4. Flight Attendants obligated to take short term military leave (such as weekend duty or two weeks' active duty) because of commitments to either the military Reserves or the National Guard will have all trips which conflict with the military obligation removed by the Company.
5. A Flight Attendant on military leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.
6. A Flight Attendant on military leave will retain and accrue seniority and longevity.
7. Travel benefits for a Flight Attendant on military leave will be granted consistent with federal/state law and applicable pass travel policy.

## **E. BEREAVEMENT LEAVE**

1. In the case of the death of an immediate family member (spouse, children, grandchildren, parents, grandparents, great grandparents, legal guardians, siblings, spouse's parents, step-parents, step-children, registered domestic partners, registered domestic partner's parents and registered domestic partner's children) a Flight Attendant will be allowed three (3) consecutive days off from scheduled flying, or other non-flying assignments, without downward adjustment of his/her guarantee.
2. A Flight Attendant may request and, at Company discretion, receive additional time off, however, each additional day granted which is on a previously scheduled duty day will cause the Flight Attendant's monthly guarantee to be adjusted downward by three and three quarters (3.75) hours. If additional days

are requested, the Flight Attendant may use earned vacation days, if available.

3. A Flight Attendant on bereavement leave shall continue to accrue seniority and longevity and be considered in active service with travel benefits consistent with applicable pass travel policy.

#### **F. JURY DUTY LEAVE**

1. A Flight Attendant who is summoned to jury duty shall notify the Company as far as possible in advance of the scheduled jury duty. The Company will be notified immediately after release from jury duty so that the Flight Attendant may return to the flight schedule.

2. A Flight Attendant will be removed from work for jury duty without reduction of his/her monthly guarantee, with proper documentation from the court. A Flight Attendant must provide the Company with a written statement from the court showing any court provided jury duty pay.

3. A Flight Attendant on jury duty leave shall continue to accrue seniority and longevity and shall be considered in active service with travel benefits consistent with applicable pass travel policy.

#### **G. FAMILY AND MEDICAL LEAVE ACT ("FMLA")**

1. A Flight Attendant, upon proper application, shall be granted leave under FMLA, according to its terms and the policies and procedures set up within the Company to comply with FMLA as listed in the current Employee Handbook located on the Company website.

2. A Flight Attendant will not be required to use his/her vacation in conjunction with FMLA.

#### **H. EMERGENCY LEAVE**

When a member of a Flight Attendant's immediate family suffers a serious emergency illness requiring hospitalization, the Company will, upon request, remove the Flight Attendant from the trip and return him/her to domicile, via deadhead on the first space available on line scheduled flight. The Flight Attendant's guarantee will be adjusted downward by the amount of flight time removed. A Flight Attendant on such emergency leave will be considered in active status and will continue to accrue seniority and longevity, with travel benefits consistent with applicable pass travel policy.

## **I. GENERAL**

1. A Flight Attendant returning from leave of absence will notify the Company of his/her availability and will be returned to flight status within five (5) business days of the Flight Attendant providing all necessary documentation to be released back to full duty. A returning Flight Attendant requiring training to bring his/her qualifications current will be assigned to such training at the first available scheduled training session. If training is not available in domicile within fourteen (14) days of return, the Company will schedule training at another domicile or location, if one is available.

2. A Flight Attendant who has been on leave will return to his/her previous permanent position. The Flight Attendant will not be paid until qualified and eligible for flight duty.

3. In the event that the Company provides any non-management, non-pilot employee group with paid medical coverage during any leave of absence, Flight Attendants will also be provided the same benefit.

4. Accruals for benefit calculations, such as vacation, sick leave, or holiday benefits will continue for the first thirty (30) days of a leave of absence, pursuant to Section 10 of this Agreement, and will resume upon return to active employment.

5. A Flight Attendant will be allowed pass travel privileges while on a leave of absence upon proper application to the Company, consistent with applicable pass travel policy, but on no less favorable terms than any other Endeavor Air employee group.

## **SECTION 11**

### **HEALTH, SAFETY AND SECURITY**

#### **A. PHYSICAL EXAMINATIONS**

1. If the Company questions the fitness of a Flight Attendant, the Company may require such Flight Attendant to submit to a physical examination. The Company will give the Flight Attendant written notice of his/her need to undergo a physical examination. The examination will be by a Company-designated doctor, located closest to the Flight Attendant's assigned domicile, and the Flight Attendant will be furnished with a copy of the doctor's report. The Company will pay for the cost of such physical examination.

2. A Flight Attendant who fails to pass a physical examination may, at his/her option, have a review in the following manner:

- a. The Flight Attendant may employ a qualified doctor of his/her own choosing and at his/her own expense, to conduct a physical examination for the same purposes as the Company directed examination as soon as possible.
- b. A copy of the findings of the Flight Attendant's doctor shall be furnished to the Company within seven (7) days following receipt of the report from the Flight Attendant's doctor. If the findings verify the Company doctor's findings or if the Flight Attendant fails to furnish such report within said time, no further review of the case shall be afforded.
- c. If the findings of the Flight Attendant's doctor are timely filed with the Company and they disagree with the findings of the Company doctor, the Company will, at the written request of the Flight Attendant made at the time of the submission of the findings, ask that the two (2) doctors agree upon a third neutral doctor (preferably a specialist) within seven (7) days to conduct a further examination.
- d. The neutral doctor shall then promptly make a further examination of the Flight Attendant and the case shall be settled on the basis of the third doctor's findings.
- e. The cost of the third neutral doctor shall be paid up front by the Company. If the Flight Attendant fails the examination, said Flight Attendant will reimburse the Company the costs associated with the examination. Copies of such doctor's report shall be furnished to the Company and the Flight Attendant.



3. Deadlines may be extended upon mutual agreement of the Company and the Flight Attendant.

4. When a Flight Attendant is removed from flying status by the Company as a result of his/her failure to pass the Company physical examination and he/she appeals such action under the provisions of this Section, he/she shall, if such action is proven unwarranted as provided in this Section, be paid for lost wages from the time he/she was removed from flying status until the time he/she is reinstated to flying status. If a Flight Attendant requested an extension of the time limits, the Company payment obligation will be reduced by the length of time of the extension.

## **B. GENERAL HEALTH AND SAFETY**

1. The Company recognizes the importance of health and safety to Endeavor Air, Inc. Flight Attendants and agrees to the recognition and utilization of the Flight Attendants' Health and Safety Committee, appointed by the Union.

2. The Company will provide de-identified weekly O.J.I. detail reports to the Chairman of the Union Health and Safety Committee, or his/her designee. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available to the Company. The Committee will make written recommendations to the Company's Director of Safety.

3. The Company and the Union Health and Safety Committee shall meet quarterly, or at other times by mutual agreement, to discuss matters relating to Flight Attendant safety.

4. The Company shall provide a safe and healthy work place in compliance with applicable laws and regulations.

5. Air contamination and noise level information, if monitored by government agencies and furnished to the Company, will be furnished to the Flight Attendant's Health and Safety Committee.

6. Universal Precautions Kits will be available on all Company aircraft for emergency use by the Flight Attendant in flight. A flight will not be delayed or canceled due to the lack of a Universal Precautions Kit. Universal Precautions Kits will be replaced as soon as possible.

7. In the event that a Flight Attendant is exposed to a Blood borne Pathogen or Other Potentially Infectious Material (OPIM) while on duty, the Company will offer testing and treatments recommended by the treating physician, at no cost to the Flight Attendant, within twenty-four (24) hours after the exposure, as outlined in the Company's Universal Precautions Plan.



8. The Company will maintain aircraft environmental systems to FAA standards. A Flight Attendant who is scheduled to work on an aircraft with environmental systems that have been deferred will be notified of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired.

9. Upon presentation of receipts, the Company will reimburse a Flight Attendant for the cost of any vaccinations and/or Immunizations required to perform his/her duties as a Flight Attendant.

10. The Company shall supply plastic gloves on all Company aircraft for use by the Flight Attendants for the purpose of collecting trash, service items and other items discarded by the passengers during flight. A flight will not be delayed or canceled due to a lack of available plastic gloves.

11. In circumstances where an on-duty Flight Attendant is the victim of assault by a passenger, it may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be removed from the necessary trips and paid one hundred percent (100%) for all flying missed. The Flight Attendant will receive positive space, round trip travel, and if an overnight stay is required, the Company will provide single occupancy hotel accommodations and per diem will be earned for all time spent away from the Flight Attendant's domicile. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible. Time spent in court will be considered days worked with regard to minimum days worked requirements.

### **C. AIRCRAFT ACCIDENTS**

1. A Flight Attendant who is involved in an NTSB defined aircraft accident, or serious incident, who so requests, will be relieved from duty and receive full pay for the remainder of the trip. Such Flight Attendant will be given deadhead on-line transportation to return to domicile on the first available scheduled flight, following a debriefing of the situation and any required participation in an agency or law enforcement investigation, if necessary.

2. The following situations will qualify as an aircraft accident or incident:

a. "Aircraft accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

b. Serious injury to a Flight Attendant; "Serious injury" means any injury which:

i. requires hospitalization for more than forty-eight (48) hours,

commencing within seven (7) days from the date the injury was received;

- ii. results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
  - iii. causes severe hemorrhages, nerve, muscle, or tendon damage;
  - iv. involves any internal organ; or
  - v. involves second or third degree burns, or any burns affecting more than five percent (5%) of the body surface.
- c. An evacuation of an aircraft in which an emergency egress system is utilized;
- d. Inflight fire or smoke on board resulting in injuries to a Flight Attendant;
- e. Rapid decompression of the aircraft resulting in the use of emergency oxygen;
- f. Severe turbulence resulting in injuries to a Flight Attendant.

3. The Company shall notify the MEC President of an incident or accident that is known at the time to be reported to the NTSB, as part of the Company's initial emergency response notification procedure. The Union Health and Safety Committee Chair, or his/her designee, may attend any hearings or investigations. The Company shall also provide the MEC President with copies of Flight Attendant written reports of such incident or accident.

4. The Union Health and Safety Committee Chair, or his/her designee, may attend government required emergency evacuation demonstrations or partial demonstrations for any new aircraft type that the Company plans to operate. The Union Health and Safety Committee Chair, or his/her designee, will be provided positive space transportation where allowed under the Company's applicable pass travel policies to attend such meetings.

#### **D. SECURITY**

1. Flight Attendants will be provided with secured employee parking areas in domicile, or temporary domicile, if reasonably available.

2. The Company will take due care to prevent unauthorized distribution of a Flight Attendant's phone number, address, position or trip information.

## **SECTION 12**

### **TRAINING**

#### **A. INFLIGHT RECURRENT TRAINING (IRT)**

1. Location and time of training may be subject to change.
2. A Flight Attendant shall participate in training as scheduled. A Flight Attendant who fails to pass training, or fails to successfully complete any segment of the training, will be given additional training. The Company will review the circumstances and determine whether to discontinue training or authorize additional training in a specific subject area prior to any action being taken against the Flight Attendant. If the Flight Attendant is unable to demonstrate satisfactory performance, after retraining as outlined above, the Flight Attendant's continued employment will be at the Company's discretion. The Flight Attendant may grieve the Company's decision.
3. The Company will not schedule any training to exceed eight (8) hours per day, and in no case will training exceed ten (10) hours on any day, excluding any breaks.
4. A Flight Attendant shall not be required to return while on vacation or leave of absence to attend training, except as may be required to resume duty following a leave, unless first agreed to by the Flight Attendant. A Flight Attendant, who attends IRT during a scheduled vacation, as outlined above, will receive pay for the vacation days, in addition to pay for all training days completed during the vacation period. These vacation days will be considered used and may not be rescheduled in the future.
5. A Flight Attendant may be removed from training and assigned to flying if it is necessary to avoid a flight cancellation. If a Flight Attendant is assigned to flying after completing five (5) hours or more of training, he/she shall receive four (4) hours of training pay in addition to any hours flown. If the Flight Attendant is extended beyond the original release time of the training, the Flight Attendant shall be paid as an extension for all flying performed beyond the original release time.
6. Recurrent training will be scheduled on a Flight Attendant's day(s) off, except for a Reserve Flight Attendant. A Flight Attendant will receive pay but no credit for recurrent training. A Regular or Reserve Flight Attendant will not have training scheduled in a way that would bring him/her below minimum days off for the month as outlined in Section 5.d.2.
7. A Flight Attendant will not be required to pay for any training or training

materials.

8. Distance learning and Home Study training that is required by the Company to comply with FAA requirements, but does not involve formal classroom training will be paid at fifty percent (50%) of the FAA credit hours for each one (1) hour of FAA training. Home Study Training will be paid above guarantee for all Regular and Reserve Full time Flight Attendants.

9. IRT classroom training will be treated as a legal duty day. Legal crew rest must be scheduled before training. If a Flight Attendant is removed from flying to receive legal crew rest before the scheduled training, the Flight Attendant will receive one hundred percent (100%) pay for all lost flying.

10. A Flight Attendant scheduled for IRT will be notified by the Company of such training three (3) months prior to the event, via the published monthly bid package. The training information will include the location, time and information needed to fully prepare the Flight Attendant for such training.

11. A Flight Attendant scheduled for IRT will have the opportunity to bid electronically three (3) months in advance for the class dates they would like to attend. Flight Attendants scheduled for IRT will be notified in writing, via the published monthly bid package, CrewTrac message or a note in his/her v-file, with information regarding the IRT bidding period and process. Class dates will be assigned by seniority and will be posted two (2) months prior to the month in which the training is scheduled, via the published monthly bid package. A Flight Attendant who fails to bid will be assigned a class date by the Company.

12. IRT dates will not be scheduled on any Company holiday or between December twenty-fourth (24th) and January first (1st).

13. A Flight Attendant will be given at least thirty (30) days of advanced access to all applicable on-line training materials prior to attending IRT.

14. A Flight Attendant unable to attend IRT during his/her scheduled month due to a leave of absence, will coordinate his/her training with his/her Base Manager.

15. If a Flight Attendant is required to attend training away from domicile, deadhead travel from his/her domicile will be provided to and from the training location. A Flight Attendant will earn per diem for all time spent away from his/her domicile to attend training. If an overnight stay is required, the Company will provide a single occupancy hotel room paid for by the Company.

16. All Flight Attendant classroom training dates, whether scheduled or unscheduled, will be considered days worked with regard to monthly minimum days worked requirements.

17. A Flight Attendant who becomes unqualified due to Company convenience

(i.e., canceled training or removal from training for the purpose of flying) and cannot be rescheduled into another training class, he/she shall receive pay and credit for all flying removed as a result of the unqualified status until he/she can be rescheduled and qualified.

18. A Flight Attendant who is unable to attend scheduled IRT due to illness or tardiness will be scheduled for the next available IRT class. If the Flight Attendant becomes unqualified, prior to the next available IRT class, the Flight Attendant will have his/her monthly guarantee adjusted downward for the value of the lost trips.

19. For pay purposes, a sick call on a training date will have a credit of four (4) hours.

20. Upon request, the Company will meet quarterly with the Union to discuss training matters of concern to both parties and planned or anticipated changes to the training curricula.

## **B. PART-TIME FLIGHT ATTENDANT INSTRUCTORS**

1. Notices of opportunities for part-time Flight Attendant Instructors will be sent to all Flight Attendants via CrewTrac, or similar electronic means, fourteen (14) days in advance, unless extenuating circumstances exist.

2. If a part-time Flight Attendant Instructor is required to teach or attend a meeting at a location other than the Instructor's assigned domicile, the Company will provide deadhead travel to and from the location of the training or meeting. If an overnight stay is required, the Company will provide single occupancy hotel accommodations, paid by the Company.

3. A part-time Flight Attendant Instructor's training day will be treated as a legal duty day. The Instructor must receive legal crew rest before the training day.

4. A calendar day spent in training by a part-time Flight Attendant Instructor will be considered a day worked for minimum days worked requirements.

5. An active Flight Attendant who performs duties as a part-time Flight Attendant Instructor will continue to accrue seniority and longevity.

## **C. CHECK FLIGHT ATTENDANTS (CFA)**

1. A Check Flight Attendant (CFA) is a Flight Attendant who is designated by the Company to perform Initial Operating Experiences (IOE), Quality Assurance Rides (QAR), and other non-flying duties as assigned by the Company.

2. The primary objective of the Check Flight Attendant (CFA) is to ensure line standardization and compliance with regard to all Inflight Service policies and procedures, FAA and other applicable government regulations.

#### **D. QUALITY ASSURANCE RIDES (QAR'S)**

1. A Flight Attendant must receive a written copy of all QAR forms within two (2) business days after the completion of a performed QAR. A Flight Attendant will be allowed the opportunity to add a written response to the QAR, to be placed on file with the Flight Attendant's performance evaluation. The purpose of the QAR is to be evaluative and/or corrective in nature, not disciplinary; therefore, minor rule infractions or minor service issues observed during a QAR will not result in discipline.
2. A CFA will only conduct a QAR or IOE on an aircraft in which he/she is trained and qualified.

#### **E. GENERAL**

1. The Company will train and qualify all Flight Attendants on all Company operated aircraft based in his/her domicile.
2. If the Company requires a Flight Attendant to complete any type of additional training or continued education, the Company will notify the Union of such training, prior to implementation.
3. A Flight Attendant who completes any type of Aircraft Qualification training whether voluntarily or Company required, will have his/her qualifications updated within five (5) business days after the date of completion.
4. A Flight Attendant returning to active duty who is required, by the FAA or the Company, to attend Initial Flight Attendant Training in order to maintain his/her Flight Attendant qualifications, will be entitled to pay equal to four (4) hours per day of training, at his/her applicable hourly flight pay.

## **SECTION 13**

### **SICK LEAVE**

#### **A. SICK LEAVE ACCRUAL**

1. Beginning with the first full month of active service, a Full-time Flight Attendant will accrue three (3) hours of sick leave credit for each full month of active service as a Flight Attendant. A Flight Attendant on non-active service will maintain, but not accrue, sick leave credit. A Part-time Flight Attendant will accrue one (1) hour of sick leave credit for each full month of active service as a Flight Attendant.
2. The sick leave bank will not be capped by the Company for any reason.
3. When a Flight Attendant's service with the Company is terminated for any reason, there will be no pay-out of accrued sick leave. If a Flight Attendant is furloughed, he/she will have accrued sick leave reinstated when the Flight Attendant returns from furlough and has his/her Company seniority reinstated.
4. A Flight Attendant's pay summary shall contain a sick leave bank balance. The Company will include the amount of sick leave accrued, and used year-to-date, as well as the remaining balance on the Flight Attendant's pay stub, equivalent computer pay stub system, or other electronic means.

#### **B. USE OF SICK LEAVE**

1. Sick leave may be used for a Flight Attendant's absence due to illness or injury, or as otherwise required by law. A Flight Attendant who uses sick time will be credited for the scheduled block hours missed to the extent the Flight Attendant's bank contains sufficient hours. A Flight Attendant who flies a portion of a trip will not be paid sick leave, or have hours deducted from his/her sick leave bank, for the portion of the trip flown. A Reserve Flight Attendant will be credited 3.75 hours per day of sick leave toward his/her monthly guarantee to the extent the Flight Attendant's bank contains sufficient hours.
2. If a Flight Attendant's sick leave bank does not have sufficient hours to cover the scheduled block hours missed, his/her applicable guarantee will be reduced by the deficit. A Flight Attendant's sick leave bank shall be debited for sick leave paid.
3. A Flight Attendant who becomes ill away from domicile shall be considered on sick leave beginning the first leg he/she is unable to fly and ending upon return to his/her domicile.
4. Flight Attendants may call in sick for an entire trip or each day that he/she is



unable to work. A Reserve Flight Attendant must call in sick each day of a reserve assignment. If a Flight Attendant is able to resume their trip, they must call Crew Scheduling to indicate they are well. The Flight Attendant will be offered to complete the remaining portion of his/her original trip. However, if the Flight Attendant is unable to be returned to his/her original trip due to operational reasons, or if his/her trip has been picked up by a line holder, the Flight Attendant will be either offered trips from Open Time, offered an airport reserve day with first rights, or be released at the Flight Attendant's option.

5. A Flight Attendant's sick leave pay will be offset by any worker's compensation benefits received. A Flight Attendant applying for such benefits shall promptly advise the Company of any such benefit received.

6. If a Flight Attendant receives a Missed Trip (MT) due to a late sick call (less than 2 hours notice) the Flight Attendant will be paid sick time from his/her sick bank equal to the amount of flight time or credit hours missed due to the late sick call. If the Flight Attendant does not have sick time in his/her sick leave bank, the Flight Attendant's guarantee will be reduced by the amount of flight time or credit hours missed. The Flight Attendant will receive a Missed Trip occurrence related to the late sick call for disciplinary purposes, but the Missed Trip will have no credit value.

### **C. USE OF SICK LEAVE AWAY FROM DOMICILE**

1. When a Flight Attendant becomes ill or injured away from domicile, the Flight Attendant will be relieved from duty as soon as possible and returned to domicile via deadhead on the first available scheduled flight.

2. If a Flight Attendant's illness or injury while away from domicile also renders him/her medically unable to fly, his/her per diem shall continue to be earned and single occupancy hotel accommodations shall be provided by the Company until he/she is able to fly or return to domicile, subject to a maximum of forty-eight (48) hours.

3. If the period of "not fit to fly" is lengthy, alternative deadhead means (i.e. automobile or train) will be considered.

4. A sick or injured Flight Attendant will not be required to operate a flight.

5. Absences due to an On the Job Injury (OJI) will not be considered absenteeism under the Attendance Policy for disciplinary purposes.

### **D. TRAVEL WHILE ON SICK LEAVE**

Flight Attendants on sick leave may use their travel benefits if the purpose of the travel is to return to his/her home or return to work after a sick event is reported, with the Base Manager's notification and approval. Eligible family members are



permitted to travel consistent with pass travel policy while the Flight Attendant is on paid sick leave status.

#### **E. COMPANY NOTIFICATION**

1. Flight Attendants are not required to discuss the nature of an illness with Crew Scheduling, but may be required to do so with Inflight Management.

2. A Flight Attendant who is unable to work because of an illness or injury is responsible to give the Company as much advance notice as possible, but in no case shall such notice be fewer than two (2) hours prior to each assignment, unless there are extenuating circumstances. If a Flight Attendant becomes unable to work after he/she has already checked in for an assignment at the airport, the Flight Attendant must notify Crew Scheduling as soon as possible. A Flight Attendant who calls in sick after he/she has reported and checked in for a trip will be removed from the remainder of the trip and coded as a sick call for pay purposes.

3. A Flight Attendant who does not advise the Company of the expected length of the absence shall notify the Company of his/her status each succeeding duty day until return to duty. A Flight Attendant is required to coordinate his/her return to work with the Company.

4. If a Flight Attendant is unable to call in sick two (2) hours prior to an assignment, because the time in which the Flight Attendant is required to call occurs outside of the Crew Scheduling department's normal business hours, the Flight Attendant shall call Crew Scheduling as soon as possible, but no later than thirty (30) minutes after the Crew Scheduling department opens, and he/she will not be disciplined for failing to meet the two (2) hour notice requirement.

#### **F. MEDICAL VERIFICATION**

The Company may require a written physician's statement as to the nature of any illness or injury when:

1. sick leave abuse is indicated;
2. the Flight Attendant has called in sick on two (2) or more prior occasions during the previous consecutive six (6) months;
3. the sick call is on the day(s) before or after the Flight Attendant's scheduled vacation;
4. the sick call is before, after or on a Company designated holiday; or
5. the Flight Attendant has given notice of resignation.

## **G. DISCIPLINE**

A Flight Attendant who has more than four (4) sick calls in a rolling twelve (12) month period shall be subject to progressive discipline. If, in any rolling twelve (12) month period, absences are 10% greater than the previous year, the number of sick calls in a twelve (12) month period will revert to three (3).

## **H. CALL-IN HONEST**

1. A Flight Attendant will not be disciplined as a result of failure to appear for scheduled flight duty provided the conditions of the Company Call-In Honest policy are met.
2. A Flight Attendant who fails to appear for scheduled flight duty, but complies with the Call-In Honest provisions outlined by the Company, will not be disciplined.
3. A Flight Attendant who fails to appear for scheduled flight duty, whether the Flight Attendant meets or does not meet the requirements of the Call-In Honest provisions outlined by the Company, will have his/her guarantee adjusted downward by the amount of flight hours missed.

## **I. FATIGUE**

1. It is the Flight Attendant's responsibility to report properly rested and prepared for all assignments. It is understood that there will be times and circumstances in which Flight Attendants may become fatigued to the extent that alertness and/or performance becomes a safety of flight concern. In situations where fatigue could create an unsafe operation, it is the Flight Attendant's responsibility to remove themselves from, or decline, the duty assignment. It is Company policy to remove a Flight Attendant from a flight assignment once a claim of fatigue is made. All claims of fatigue will be subsequently reviewed to ascertain and/or validate the cause(s).
2. A Flight Attendant may use available sick time to cover flight time lost due to a fatigue claim.

## **J. GENERAL**

A Flight Attendant who is on sick leave at the time his/her vacation is to be taken may, with the Approval of the Company, trade the vacation with an open vacation period. If there are no open periods for trade, the vacation must be taken.

**SECTION 14****VACATION****A. ACCRUAL**

1. A Full-time Flight Attendant will accrue vacation credit beginning with his/her first full month of active service following his/her seniority date. Part-time and inactive Flight Attendants will not accrue vacation credit.

2. Accrued vacation shall vest on December 31<sup>st</sup> of the current year for use in the following calendar year. To be eligible to have his/her vacation vest for the next year, a Flight Attendant must be employed on December 31<sup>st</sup> of the year in which it is accrued.

3. When a Flight Attendant has accrued two (2) weeks or more vacation to be taken in the following year, one (1) week shall be unpaid. After vacations have been awarded the Company shall provide a method for the Flight Attendant to designate the awarded week he/she intends to be taken unpaid. 4. Vacation is accrued at a monthly rate beginning with a Flight Attendant's first full month of active service. Vacation accrual for Flight Attendants with less than one (1) year longevity will be 1.75 hours per month. Vacation accrual for Flight Attendants with one (1) year or more longevity will be in accordance with the following schedule.

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<b>Longevity Date</b>	<b>Vacation Hours Accrued Per Month for Use in the Following Calendar Year</b>
One Year	1.75
Two Years	3.50
Five Years	5.25
Thirteen Years	7.00

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4. Monthly rate changes begin with the first full month of active service after the Flight Attendant's anniversary date. Should the Company change the accrual rate for other non-contract, non-management employees, Flight Attendants will be given the same accrual rate as long as it is not less than the current accrual program.

## **B. ANNUAL AND MONTHLY VACATION BIDDING**

1. In approximately the first week of October of each year, the Company will post a vacation schedule of the following year containing vacation periods available for bid.

- a. The Company will make available the appropriate number of vacation weeks based upon the number of Flight Attendants at each domicile who are eligible for vacation. All weeks of the calendar year will be available for bid.
- b. The vacation posting will include the number of vacation hours that each Flight Attendant has accrued, and are available to bid in the following year.
- c. Directions for bidding and vacation bidding forms will be made available to the Flight Attendants at the time of the vacation posting. Flight Attendants will have a minimum of twenty-one (21) days to bid for vacation.
- d. A Flight Attendant will bid for the periods posted and the awards will be published in the domiciles, and on the Company website, no later than November tenth (10th).
- e. Awards will be based upon seniority in each domicile.
- f. A Flight Attendant who fails to bid will be assigned vacation period(s) by the Company.

2. A vacation period shall consist of seven (7) days, Sunday through Saturday. Each day of scheduled vacation will have a pay credit worth three (3) hours.

3. A Flight Attendant who is eligible for fewer than five (5) days of vacation will bid for specific consecutive vacation days within a period.

4. After the start of the vacation year, with Company approval, vested vacation periods may be dropped into open vacation, bid from open vacation and/or traded.

5. The Company will post open vacation periods for the calendar year in each monthly bid package. Flight Attendants will be permitted to exchange their previously awarded vacation for available vacation periods. All vacation swaps must be submitted to the Company, in writing, and approved prior to the first day of the bid period for the month in which the vacation swap occurs.

6. A Flight Attendant may elect to have one off day preassigned to either or both end(s) of the vacation period. Such days will be counted toward the Flight Attendant's monthly minimum day off requirements. A Flight Attendant cannot be Junior Assigned on any preassigned off day(s) as listed above.

7. A Flight Attendant's minimum days off in a month will be prorated based on the number of days the Flight Attendant is available to work during that month.

### **C. VACATION SPLITTING AND PERSONAL DAYS**

1. Only one vacation period can be split into less than seven days per year.
2. A Flight Attendant may reserve up to five (5) accrued vacation days for use in the following year as personal days. A request for a personal day is considered a request for a trip drop under Section 5, provided however, that if it is granted, it will be in domicile seniority order, and will be credited at three (3) hours per day. The Flight Attendant's guarantee shall be reduced by only the scheduled flight hours in excess of three (3) hours.

### **D. VACATION PAY, CARRY OVER AND VACATION SLIDES**

1. A Flight Attendant may not carry over vested vacation credit to the succeeding year without consent of the Company.
2. A Flight Attendant may "slide" their vacation period up to four (4) days either way prior to the monthly bid award but cannot slide any days into the previous month.
3. A Flight Attendant who changes from full-time to part-time status will be paid for any unused, accrued and vested vacation hours. The payout will be on the first paycheck following the effective date of the status change.

### **E. VACATION POSTPONEMENT**

1. In emergency situations, the Company operations may necessitate the postponement of vacations. Vacation postponements must be offered in seniority order. If an insufficient number of Flight Attendants volunteer for vacation postponements, additional vacation postponements will be made in reverse seniority order.
2. A Flight Attendant whose vacation is postponed who cannot re-bid a vacation from open vacation will be permitted to carry the vacation over into the next year, at which time it shall be non-postponable.
3. The Company will give a Flight Attendant at least thirty (30) days' notice of vacation postponement.
4. A Flight Attendant whose vacation is involuntarily postponed at the request of the Company will be reimbursed for any deposits made in reliance upon their awarded line, provided the deposits are non-refundable and the Flight Attendant can provide proper documentation. The Flight Attendant will be reimbursed within thirty (30) days of submitting documentation of the forfeited deposit. The Company shall have the option of skipping the Flight Attendant who has a non-

refundable deposit.

5. Vacation postponements can only be done on a month-to-month basis.

6. A Flight Attendant who has a vacation postponed, voluntarily or involuntarily, shall choose from the following options:

- a. receives vacation pay, at the rate of one hundred percent (100%) of the Flight Attendant's hourly rate of pay for the vacation hours, as if vacation was taken (unless the week is a week of unpaid vacation);
- b. bid a new open vacation period during the same calendar year;
- c. carries the vacation period over to the following year, at which time it will be non-postponable.

## **F. VACATION SCHEDULE MODIFICATION**

1. A Flight Attendant who transfers to another domicile, shall drop his/her vacation into open vacation at the former base and bid a new vacation from Open Time in the new domicile.

2. At the time of bidding a Flight Attendant may express a willingness to drop his/her vacation into open vacation in order to attend scheduled training. A Flight Attendant who drops vacation for this purpose shall re-bid a vacation from open vacation. Should he/she be unable to bid a new vacation, he/she will be permitted to carry the vacation over into the next year, at which time it will be non-postponable, or receive pay for the vacation days as outlined in Section 12.A.4.

## **G. WORKING WHILE ON VACATION**

A Flight Attendant may pick up trips from other Flight Attendants or from Open Time during his/her vacation. The Flight Attendant will be paid for actual flying performed in addition to vacation pay. These vacation days will be considered used and may not be rescheduled in the future.

## **H. VACATION TRADES**

1. A Flight Attendant may trade a vacation period with another Flight Attendant at the same domicile.

2. The vacation trade must be an equal amount of days.

3. The request for a vacation trade must be submitted to the Company, in writing, and approved prior to the first day of the bid period for the month in which the vacation trade occurs.

## **I. RESIGNATION AND DEATH**

1. A Flight Attendant who resigns shall be paid for any unused, accrued and vested vacation.
2. In the event of a Flight Attendant's death, his/her unused, accrued and vested vacation will be paid to his/her estate.
3. A Flight Attendant who is terminated or furloughed will be paid for unused, accrued and vested vacation.

## **SECTION 15**

### **UNIFORMS**

#### **A. REQUIREMENTS**

1. A Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company.
2. The Company will comply with all applicable laws regarding uniforms and uniform materials. The Company will consider the recommendations of the Union Uniform Committee in regard to uniform materials, flammability standards and Country of sale.

#### **B. INITIAL PURCHASE**

1. A Flight Attendant shall purchase his/her initial uniform at the Company's actual invoice cost. The uniform shall be purchased by either a cash lump sum payment, by payroll deduction at a minimum of thirty dollars (\$30.00) per pay check, or by a combination of both. The Flight Attendant must make a cash deposit of ten percent (10%) of the items purchased and may not exceed a balance owed to the Company of five hundred dollars (\$500.00) at any time. A Flight Attendant may request a payroll deduction of more than the minimum payroll deduction if he/she so desires.
2. A balance owed to the Company at the time of resignation, discharge or other separation from the Company shall be deducted from the Flight Attendant's final month's pay.
3. On a Flight Attendant's six (6) month anniversary of his/her seniority date, the Company will credit the Flight Attendant's balance with fifty percent (50%) of the cost of the original purchase.
4. The Company will provide each new hire Flight Attendant with one (1) set of wings, at no charge, upon graduation.

#### **C. ACCESSORIES**

The basic Company uniform as well as additional supplementary items including but not limited to shoes/boots, handbags, hair accessories, scarves, socks, hose, gloves and luggage will be as prescribed by the Company.

#### **D. UNIFORM ACCOUNT**

1. On a Flight Attendant's annual anniversary of his/her seniority date, a full-time Flight Attendant will accrue two hundred dollars (\$200.00) and a part-time Flight



Attendant will accrue one hundred dollars (\$100.00) in an individual Uniform Account not to exceed a balance of six hundred dollars (\$600.00). Accrued monies can be used to reimburse the Flight Attendant for any uniform garment purchased. The original receipt, which identifies the item(s) purchased, must be submitted to substantiate the claim for reimbursement. Uniform account balances will revert to the Company when a Flight Attendant leaves the Company's employment.

2. Uniform accrual balances will be reported to Flight Attendants annually during the month prior to the Flight Attendant's seniority date and shall include pieces purchased, and returned, the date purchased/returned, amount paid and amount due. Nothing shall preclude a Flight Attendant from requesting that information at any time. Any discrepancies to the Uniform Account balance will be resolved by the Company in a timely manner.

3. A Flight Attendant who is furloughed will not lose his/her Uniform Account balance.

#### **E. ALTERATIONS**

1. Uniform pieces can only be altered for the purpose of improving the fit of the required items, not to alter the design.

2. The Company will pay for the reasonable costs associated with the proper fitting of all uniform pieces. Such Company paid alterations shall be limited to standard tailoring such as the shortening and lengthening of hems and sleeves, and the adjustment of waistbands. Upon completion of the alterations, the Company will pay for such services, within thirty (30) days, upon receipt of an itemized invoice.

#### **F. UNIFORM INSIGNIA**

1. The only item a Flight Attendant may wear on his/her uniform other than Company required accessories, is an official Union pin, which must be worn on the right side lapel, of the uniform. A Flight Attendant may wear Company approved pins on his/her uniforms.

2. The Company will replace any worn or damaged Flight Attendant wings at no cost to the Flight Attendant.

#### **G. UNIFORM COMMITTEE**

The Company shall consider recommendations of the Union Uniform Committee regarding uniform issues prior to making any substantial changes in style, color, material or items of the uniform.

## **H. UNIFORM CHANGE**

1. Upon implementation of a complete uniform change by the Company, the Company will furnish all Flight Attendants, at no cost to the Flight Attendant, with one (1) complete uniform of the Flight Attendant's choice. A complete uniform shall consist of a blazer, shirt or blouse, pant and/or skirt and a tie or scarf. If a full-time Flight Attendant elects to purchase a second complete uniform and the Flight Attendant has less than the cost of the newly specified uniform in his/her Uniform Account, the Company will pay the difference between the Uniform Account balance and the cost of a second new uniform which must be purchased by the Flight Attendant to be repaid out of subsequent uniform account allotments.

2. If the Company makes an immediate change to a required uniform piece and no longer allows a uniform piece(s) to be worn and has replaced it with another piece(s), the Flight Attendants will be provided with the new uniform piece(s) and the accessories, if required, at no cost. For example, the Company changes from the regular shirt to a new style shirt that must be worn with a scarf and does not allow the old shirt to be worn, the new style shirt and the scarf will be provided to all Flight Attendants at no cost.

## **I. DAMAGED OR STOLEN UNIFORMS**

1. A uniform piece, in otherwise good condition, which is damaged as a direct result of a Flight Attendant performing his/her duties on the aircraft (i.e., torn on sheet metal, ruined by aircraft hydraulic fluid, ripped seams from assisting with passenger luggage) will be replaced at Company expense.

2. A Flight Attendant who has a uniform piece(s) stolen while on duty shall notify Inflight Management within forty-eight (48) hours of the time he/she noticed the piece(s) missing. If the Company determines the Flight Attendant was not at fault, the items will be replaced at Company expense.

3. If a Flight Attendant's luggage is stolen from the aircraft while on duty or from the crew hotel room, the Company will, at the Company's expense, replace the stolen luggage, required uniform items and Company required accessories. If the contents of the stolen luggage include the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant.

## **J. GENERAL**

1. The Company may require Flight Attendants to replace any worn or damaged uniform garment(s).

2. If a Flight Attendant provides sufficient documentation that he/she is allergic to the materials used in the required uniform, the Company will attempt to identify and provide uniforms constructed of an alternate material that will not cause an

allergic reaction. If the Company is not able to provide an alternative uniform, the Flight Attendant may purchase the approved uniform piece(s) comparable in style and price to the uniform piece(s) prescribed or furnished by the Company and be reimbursed with proof of purchase. All reasonable costs associated with any alternative uniform pieces purchased, after the first required uniform purchase, will be deducted from the Flight Attendant's Uniform Account.

3. The Company will loan Flight Attendants up two (2) complete maternity uniforms, which must be returned in usable, newly dry cleaned and pressed condition, in a timely manner, after the Flight Attendant goes on maternity leave, otherwise the cost will be deducted from the Flight Attendant's uniform account.

**SECTION 16****INSURANCE****A. MEDICAL, DENTAL AND VISION BENEFITS**

1. The Company will provide Flight Attendants with the Medical (Open Access Plan [OAP]/Preferred Provider Organization [PPO]), Dental, Vision, and Prescription Insurance plan design as follows:

Medical Benefit	Flight Attendant Cost
Annual Deductible (In-Network):	\$400 Single; \$800 Family
Annual Deductible (Out-of-Network):	\$800 Single; \$1,600 Family
Out-of-Pocket Maximums (In-Network):	\$1,750 Single; \$3,000 Family (includes deductible)
Out-of-Pocket Maximums (Out-of-Network):	\$2,000 Single; \$4,000 Family (includes deductible)
Coinsurance:	20% In-Network; 40% Out-of-Network
Office Visits:	\$25 Co-pay
Office Visits (Specialist):	\$35 Co-pay
Urgent Care Co-pay:	\$40 Co-pay
Emergency Room Co-pay:	\$100 Co-pay (waived if admitted)
Non-Emergency High-Cost Radiology (CT, MRI, PET):	Coinsurance and deductible
Inpatient Surgery :	\$250 Co-pay, then coinsurance and deductible
Mental Health Inpatient:	\$250 Co-pay, then coinsurance and deductible
Prescription Deductibles	Flight Attendant Cost
Single Prescription:	None
30-day Supply:	\$10 Generic; \$35 Formulary; \$60 Non-formulary (Add penalty to Brand if Generic available)
90-day Supply:	\$20 Generic; \$70 Formulary; \$120 Non-formulary (Add penalty to Brand if Generic available)

**For the 2013 Plan Year, Flight Attendants' semi-monthly premium contribution rates shall be as follow:**

\$65.11 for Single

\$143.24 for Single plus Spouse

\$130.22 for Single plus Child(ren)

\$208.35 for Single plus Family

The Company will not make any changes to the coverage or any aspects of the Open Access Plan/Preferred Provider Organization (OAP/PPO) plan design (including, but not limited to, co-pays, deductibles, or out of pocket maximums) without consent of the Union. The Company will also provide a non-collectively bargained medical plan option(s).

2. Part-time Flight Attendants are not eligible for medical, dental and vision benefits.

3. In the event that any new or improved medical, dental and vision Insurance benefits are provided to any other non-pilot employee group of the Company, said benefits will be made available to Flight Attendants under the same terms and conditions.

4. Flight Attendant premium contributions for Medical Insurance (including prescription coverage) and Dental Insurance may be increased only subject to the following conditions:

- a. For Medical Insurance in 2013 and 2014, a Flight Attendant will not be required to contribute more than thirty-two percent (32%) of the premium charge for the Open Access Plan/Preferred Provider Organization.
- b. For Medical Insurance in 2015 and beyond, a Flight Attendant will not be required to contribute more than thirty-five percent (35%) of the premium charge for the Open Access Plan/Preferred Provider Organization.
- c. For Dental Insurance, a Flight Attendant will not be required to contribute more than twenty-five percent (25%) of the premium charge for whichever coverage he elects.

5. The Company shall make every effort to provide a conveniently located OAP/PPO for any Flight Attendant who so requests.

6. The Company will meet with the Union to review the basis for proposed Insurance cost increases for the new benefit year and will share the data and the calculation used by the Company to determine the next year's employee benefit contribution. Such meetings will occur before the new benefits plan costs are announced.

7. The Company agrees to consider alternative proposals made by the Union including an HSA, which may serve to decrease costs or maintain coverage.

## **B. SHORT TERM DISABILITY**

1. Employees will be offered a voluntary, 100% employee-paid short term disability plan.

2. Employee will be required to pay 25% of the long term disability premium. Employee may opt out. The long term disability plan will contain a 120 day elimination period.

### **C. LIFE INSURANCE**

Life insurance coverage shall be the greater of ten thousand dollars (\$10,000) or one (1x) times the Flight Attendant's last calendar year W2 earnings.

### **D. BENEFITS CONTINUATION**

1. A Flight Attendant and his/her qualified beneficiaries may continue health insurance coverage for eighteen (18) months following a "qualifying event" under the Consolidated Omnibus Budget Reconciliation Act (COBRA) which would normally result in the loss of coverage.
2. Under COBRA, a Flight Attendant or his/her beneficiary shall pay the full cost of coverage at the Company's group rate plus an administration fee.

## **SECTION 17**

### **TRAVELING AND MOVING EXPENSES**

#### **A. PER DIEM**

1. A Flight Attendant shall receive per diem pay for all hours beginning with a Flight Attendant's report for the first duty period of a trip and ending with the release time at domicile at the end of the last duty period of a trip, i.e. the Flight Attendant's time away from domicile.
2. Per Diem rates shall be paid at the rates specified in Section 18.C. of this Agreement.

#### **B. LODGING**

1. The Company will meet with the Union's Hotel Committee representative upon request. The Company will work with the Union Hotel Committee to ensure that when selecting hotels, the following criteria will be considered: safety, cleanliness, reasonable cost, eating facilities, proximity to the airport, non-smoking rooms and the ability of the Flight Attendant to obtain rest (quiet).
2. A Flight Attendant will be furnished single occupancy lodging, paid for by the Company, on all trips and training assignments that require the Flight Attendant to be away from his/her domicile overnight.
3. The Company will provide transportation between the airport and the lodging facility, at no cost to the Flight Attendant. If transportation is not available within thirty (30) minutes after block-in time, the Flight Attendant may engage reasonable alternate transportation and will be reimbursed for such expense, if the Flight Attendant is not traveling with the flight crew.
4. If hotel rooms are not available for the entire crew at check in, alternate accommodations may be requested through Crew Scheduling. If alternate accommodations are provided, crew rest will begin upon arrival at the alternate accommodation and will be coordinated through Crew Scheduling.
5. A Flight Attendant may chose not to stay at a designated crew hotel, however the Flight Attendant must notify Crew Scheduling, and his/her Captain, when he/she is not staying at the hotel.
6. If a Flight Attendant is scheduled for on-duty ground time of four and one-half (4.5) hours or more, the Company will provide a double occupancy hotel room for the Flight Attendant(s) of the same gender, paid for by the Company.
7. If a Flight Attendant is anticipated to experience previously unscheduled ground time of four and one-half (4.5) hours or more, due to weather or

mechanical at an outstation, the Company will provide a double occupancy hotel room for the Flight Attendant(s) of the same gender, paid for by the Company.

### **C. TEMPORARY EXPENSES**

1. A Flight Attendant who is awarded or assigned a temporary position (TDY) shall receive the expense allowance in Section 18.C, per day for each day of the temporary position, beginning with the first flight assignment in such position and ending on the last flight assignment in such position.

2. A Flight Attendant who is awarded or assigned a temporary position (TDY) will be furnished single occupancy lodging, paid for by the Company, for a temporary position, beginning with the first day of the temporary assignment in such position and ending on the last day of the temporary assignment in such position. Lodging will be provided for the entire duration of the temporary assignment, including days off. Flight Attendants will not be required to change rooms or hotels during the duration of the temporary assignment.

3. Hotel information for a temporary assignment (TDY) will be supplied to Flight Attendants no later than seventy-two (72) hours prior to the beginning of the assignment, unless in the case of an emergency, where hotel information would not be known in advance.

### **D. MOVING EXPENSES**

1. The Company will not pay moving expenses for moves of voluntary bidders to new domiciles.

2. If a Flight Attendant is involuntarily displaced to a different domicile on a permanent basis, the Company will pay approved moving expenses not to exceed two thousand four hundred dollars (\$2,400) to such Flight Attendant for the purpose of assisting in defraying the cost of such move. This amount will only be paid to a Flight Attendant who actually moves his/her primary/permanent residence to the new domicile.

3. In the case of a Flight Attendant and spouse where each is an employee of the Company, and both are transferred to the same domicile, payment pursuant to Paragraph C.2., above, will be made to only one individual, and not both.

4. A Flight Attendant who is involuntarily displaced to a different domicile on a permanent basis will be given, upon request, consecutive days off to accomplish a move. One (1) day off will be provided to load, followed by travel days, and one (1) day off to unload. A day of travel will be considered three hundred fifty (350) miles by the most direct AAA mileage. For example, a trip between MSP and DTW will require two (2) travel days for a total of four (4) moving days. The Company and the Flight Attendant will coordinate the specific moving days. The Company will provide the Flight Attendant with single occupancy hotel



accommodations, paid for by the Company, from the effective date of the displacement until the date of the scheduled moving days, not to exceed thirty (30) days. The Flight Attendant's monthly guarantee will not be reduced as a result of this paragraph.

5. A Flight Attendant who changes his/her primary residence, and uses the benefits of subparagraph 2. and 4., above, shall provide the Company with satisfactory evidence of such primary/permanent residence change.

#### **E. PARKING**

1. The Company will provide complimentary parking for a Flight Attendant at his/her domicile of choice.

2. A Flight Attendant who is assigned/awarded a temporary position (TDY) will be provided complimentary parking at the TDY location for the duration of the TDY assignment.

## **SECTION 18**

### **COMPENSATION**

#### **A. LONGEVITY PAY**

1. There shall be sixteen (16) longevity pay steps commencing with the initial rate.
2. Longevity shall commence the date on which the Flight Attendant successfully completes the new hire Initial Training program. Thereafter, a Flight Attendant shall advance to the next longevity pay step after each succeeding twelve (12) months of active service.
3. Effective on January 16, 2013, a Flight Attendant's hourly rate will freeze at their applicable wage rate until January 16, 2014. A Flight Attendant will be paid at the adjusted longevity step until January 16, 2016, when a Flight Attendant will revert back to his/her longevity step without the above-described freeze. A new hire whose date of hire is on or after January 16, 2013, and on or before December 31, 2018, shall receive pay according to the pay scale in this Agreement.
4. A Flight Attendant who advances from one (1) longevity step to the next shall have his/her increase on the following days:
  - a. If a Flight Attendant's longevity adjustment day is between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month, his/her hourly rate will be increased on the first (1<sup>st</sup>) of the month.
  - b. If a Flight Attendant's longevity adjustment day is between the sixteenth (16<sup>th</sup>) and the end of the month, his/her pay rate will be increased on the first (1<sup>st</sup>) of the following month.

**B. FLIGHT PAY**

1. A Flight Attendant shall be paid at the following hourly rates based upon his/her applicable longevity as follows:

<b>Flight Attendants</b>						
<b>YOS</b>	<b>DOS</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>	<b>1/1/2017</b>	<b>1/1/2018</b>
<b>0 – 1</b>	17.26	17.26	17.26	17.47	17.69	17.91
<b>1 – 2</b>	20.61	20.61	20.61	20.87	21.13	21.40
<b>2 – 3</b>	22.00	22.00	22.00	22.27	22.55	22.83
<b>3 – 4</b>	23.50	23.50	23.50	23.79	24.09	24.39
<b>4 – 5</b>	24.54	24.54	24.54	24.85	25.16	25.47
<b>5 – 6</b>	25.50	25.50	25.50	25.82	26.14	26.46
<b>6 – 7</b>	26.43	26.43	26.43	26.76	27.10	27.43
<b>7 – 8</b>	27.20	27.20	27.20	27.54	27.89	28.23
<b>8 – 9</b>	28.17	28.17	28.17	28.52	28.87	29.24
<b>9 – 10</b>	29.00	29.00	29.00	29.36	29.73	30.10
<b>10 – 11</b>	29.81	29.81	29.81	30.18	30.56	30.94
<b>11 – 12</b>	30.55	30.55	30.55	30.93	31.32	31.71
<b>12 – 13</b>	31.08	31.08	31.08	31.47	31.86	32.26
<b>13 – 14</b>	31.60	31.60	31.60	31.99	32.39	32.80
<b>14 – 15</b>	32.22	32.22	32.22	32.62	33.03	33.44
<b>15+</b>	32.61	32.61	32.61	33.02	33.43	33.85

2. A Flight Attendant will receive, as Pay Credit, one hundred percent (100%) of the greater of the actual Block-To-Block or scheduled Block-To-Block, on a leg-by-leg basis. For purposes of this provision, "scheduled" shall mean the Scheduled Average Times (SATs) between city pairs (also called leg values).

3. SATs are determined by using the average of historic enroute (Block-To-Block) times between city pairs by type of equipment. All SATs will be rounded to the nearest minute. Once an SAT is established, it will be retained until amended. The current SATs will be published on the Company website or in the monthly bid package.

4. A Flight Attendant who flies charter flights, flights flown on routes and aircraft types for which a leg value has not been established, attempts, diverted flights, repositioning flights, or maintenance flights will be credited with flight time equivalent to actual block-to-block time, and paid at the rate of one hundred percent (100%) of his/her hourly rate of pay. Ferry flights where the Flight Attendant is onboard the Aircraft during his/her duty time shall be paid the greater of leg value or actual block to block.

**C. PER DIEM**

1. As of January 16, 2013, Per Diem will be paid at a rate of \$1.40 (one dollar and forty cents) per hour.
2. Annual Per Diem rates for all Flight Attendants will be paid according to the following chart:

1/16/13–12/31/13	\$1.40
1/1/14–12/31/14	\$1.50
1/1/15–12/31/15	\$1.55
1/1/16	\$1.65

**D. MONTHLY GUARANTEE**

1. A Full-time Flight Attendant shall be guaranteed a minimum pay equal to seventy-five (75) hours per month at his/her applicable hourly rate. When a Flight Attendant has one (1) or more days of non-active service in a month, the monthly guarantee will be prorated for the non-active days.
2. The following time shall be paid above a line holder's monthly guarantee or adjusted guarantee:
  - a. voluntary open time pick-up pursuant to Section 5.G.4.b.;
  - b. flying performed as a result of a "will fly" assignment pursuant to 5.G.5.b.;
  - c. junior assignments pursuant to Section 5.G.5.f.;
  - d. extension assignments pursuant to Section 5.G.5.e.;
  - e. credit for Company requested Drug and Alcohol testing for a Regular Line Holder;
  - f. Home Study/Distance Learning credit;
  - g. Compensatory Day Pay Credit in lieu of taking Compensatory Day Off pursuant to Section 6.D.1.
  - h. Credit for Company business (CBI) which is assigned to a Flight Attendant in addition to scheduled duty (i.e. before or after a trip, or on a day off).
3. A Flight Attendant's monthly guarantee will be adjusted downward:

- a. for dropped trips or dropped reserve days;
  - b. for missed trips (no shows); the Flight Attendant's guarantee will be reduced by the amount of scheduled flight time missed.
  - c. for trip trades or partial trip trades which result in fewer hours;
  - d. for disciplinary suspensions and discharge;
  - e. for trips missed due to illness when a Flight Attendant has no sick time available;
  - f. as otherwise provided in this Agreement.
4. A Reserve Flight Attendant will be credited toward his/her monthly guarantee with the greater of the credit value of trips flown on a reserve day or four (4) hours per airport reserve day.
5. A Part-time Flight Attendant will be paid for actual hours earned and credited in a month.

#### **E. TRIP GUARANTEE**

1. A Line Holder will be paid no less than one hundred percent (100%) of the total credit value of all scheduled flights that are originally scheduled in his/her monthly bid award on a trip-by-trip basis ("Trip Guarantee").
2. For the purposes of this Section, "originally scheduled" means flying as awarded through the line construction process and as modified by actions of the Flight Attendant, such as trip trades, trip drops pick-ups, etc.
3. A Line Holder who loses a trip, or portion thereof, and who is reassigned to different flying shall receive pay credit equal to the greater of one hundred percent (100%) of the original scheduled flight(s) or the greater of actual block-to-block or leg value(s) of the reassigned flight(s).
4. A Line Holder who loses a trip, or portion thereof, and who is not otherwise rescheduled will be paid and credited Trip Guarantee.
5. A Line Holder will receive no credit for flight(s) removed as a result of unavailability due to illness, emergency, leave of absence, suspension or failure to report for assigned trip(s) or trip drop(s). This does not include being delayed at a station or any other operational causes.

#### **F. MINIMUM DAY PAY**

1. A single duty period trip as published in the pairing package shall be credited with the greater of actual flight time flown, scheduled flight time or four (4) hours. A single duty period trip that comes into existence

after the publication of the pairing package shall not have the minimum four (4) hour guarantee.

2. If a Flight Attendant picks up open time for the same calendar day as a single duty period as outlined above, the Flight Attendant will be credited with the greater of actual flight time flown or scheduled flight time, in addition to the four (4) hour guarantee for such day.

Example: A Flight Attendant was awarded a single duty period trip with a report time of 0900 and a release time of 1400 with a credit value of three (3.0) hours. The Flight Attendant will be credited with four (4) hours for the trip. If the Flight Attendant also picks up a round trip which begins at 1600 with a credit value of two and one-half (2.5) hours, the Flight Attendant would be credited with a total of six and one-half (6.5) hours for the day.

3. When a Flight Attendant is awarded a partial trip drop of a single duty period trip which results in pay credit that is less than four (4) hours for the affected day, the minimum day pay provision shall not apply.
4. If weather, mechanical or ATC delays cause a Flight Attendant to be detained at an outstation on a scheduled day off, the Flight Attendant shall receive a minimum of four (4) hours pay credit for such day.

## **G. CANCELLATION AND REASSIGNMENT PAY**

1. If a Flight Attendant is ready and available to fly, but his/her scheduled trip or flight is canceled due to (but not limited to) weather, mechanical, Air Traffic Control, operational decisions or the lack of available flight crew members, the Flight Attendant shall be paid no less than one hundred percent (100%) of his/her hourly flight pay for the scheduled block-to-block time lost due to such cancellation.
2. Cancellation credit for a CDO trip will be based upon the credit value of the CDO in accordance with this Agreement.
3. If, in actual operation, delays or cancellations cause a Flight Attendant to work into a scheduled day off, the Flight Attendant will be paid no less than one hundred fifty percent (150%) for all flying performed on the scheduled day off. The Flight Attendant will be released after the first flight that returns the Flight Attendant to his/her domicile.
4. In circumstances where delays would require a Flight Attendant to fly to the FAR limitations, the Company will minimize these occurrences through the use of

reserves consistent with the needs of the operation. If a Flight Attendant is extended beyond fourteen (14) hours, he/she will be paid for all time flown in excess of fourteen (14) hours at one hundred percent 150% of his/her hourly rate of pay.

#### **H. CDO PAY (HIGH SPEED)**

1. A Flight Attendant scheduled for a CDO trip will receive flight pay and credit for the greater of the actual flight time performed, or four (4) hours of flight pay.
2. A Full Time Flight Attendant scheduled for a pure CDO (high speed) line will be credited and paid his/her monthly guarantee or the greater of the total monthly credit for actual CDO trips flown.

#### **I. DRUG AND ALCOHOL TESTING**

1. When a Flight Attendant is required to participate in drug or alcohol testing, at an off-airport location he/she will be credited with one (1) hour of block time, at his/her applicable hourly rate of pay. For a Reserve Flight Attendant the credit shall be toward monthly guarantee. For a Regular Flight Attendant it shall be credited above the monthly guarantee. If the facility is located at the airport, a Flight Attendant will receive one-half hour (.5) of pay credit.
2. A Flight Attendant participating in drug/alcohol testing will not be considered on duty during such testing, unless the testing occurs during a scheduled duty period.
3. If a Flight Attendant is required to participate in drug/alcohol testing on a scheduled day off, for any reason, the Flight Attendant will be paid a minimum of two (2) hours.

#### **J. TIME KEEPING AND PAY DAYS**

1. Flight Attendants are paid semi-monthly on the first (1st) and sixteenth (16th) days of each month, or the business day prior to those days if the first (1st) or the sixteenth (16th) falls on a weekend day.
2. Full-time Flight Attendants will be paid as follows:
  - a. The paycheck received on the first (1st) of the month will reflect the second half of the previous month's guarantee, equal to thirty-seven and one-half (37.5) hours.
  - b. The paycheck received on the sixteenth (16th) of the month will reflect the first half of the current month's guarantee, equal to thirty-seven and one-half (37.5) hours, in addition to all flying performed and credit received above the monthly guarantee or reduction of guarantee, as appropriate, for the previous month. This check will also reflect vacation and sick time



used, and per diem earned in the previous month.

3. Part-time Flight Attendants will be paid as follows:

- a. The paycheck received on the first (1<sup>st</sup>) of the month, will reflect all flying performed and credit earned for the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the previous month, except sick, and per diem.
- b. The paycheck received on the sixteenth (16) of the month will reflect all flying performed and credit earned for the sixteenth (16<sup>th</sup>) through the last day of the previous month, plus any sick, and per diem earned during the previous month.

4. A Flight Attendant may have his/her pay, and any other earnings, directly deposited into a personal account at a financial institution of the Flight Attendant's choice provided the institution participates in the automated clearing house. Employees will receive an itemized statement of wages when the Company makes the direct deposit.

5. Company pay errors of three (3) hours or less will be paid to a Flight Attendant on his/her next paycheck. If the amount of the pay error exceeds three (3) hours, the Company will correct said error within three (3) business days, after substantiation by the Flight Attendant, and deposit the amount directly to the Flight Attendant's account or mail a check via "overnight" delivery to the Flight Attendant's address on file.

6. When there is an overpayment to a Flight Attendant, the Company will notify the affected employee, provide documentation and substantiation of the overpayment and arrange a mutually agreeable repayment schedule. The Company may require the employee to authorize the Company to deduct repayment from his/her subsequent check(s). The maximum amount that can be deducted from each pay period will be ten percent (10%) of the net earnings until paid in full.

7. Unless previously agreed to by the Flight Attendant, or provided otherwise in this Agreement, a Flight Attendant will not have deductions taken from his/her paycheck without prior approval or notification.

8. Flight time earned during a duty period which commences in one month and ends in the following month will be credited to the month in which the duty period began (i.e. CDO trips).

#### **K. PAY RAISES BEYOND CONTRACT AMENDABLE DATE**

Should this Agreement continue in effect beyond the amendable date of this Agreement, while the parties negotiate a new Contract, Flight Attendants who reach an Anniversary Date entitling them to a step increase shall move to the

appropriate step, and shall receive pay in accordance with the standard trip pay then in effect for that step.

## **SECTION 19**

### **DEADHEAD**

#### **A. DEADHEADS**

1. Deadhead means the transport by air or surface vehicle of a Flight Attendant from one point to another pursuant to Company orders.
2. Deadhead, whether by air or surface, shall not be considered rest.

#### **B. FLIGHT DEADHEAD**

1. A Flight Attendant who deadheads will be credited fifty percent (50%) of the applicable hours for the greater of the actual block-to-block or leg value of such deadhead.
2. A Flight Attendant flight-deadheading to or from his/her domicile to training will be credited with fifty percent (50%) of the applicable hours for the greater of the actual block-to-block or leg value of such deadhead.

#### **C. SURFACE DEADHEADING**

1. A Flight Attendant who deadheads by use of surface transportation shall be credited with fifty percent (50%) of the applicable hourly rate for the greater of the actual or scheduled time spent enroute.
2. For surface transportation between JFK and LGA airports, a fixed enroute time of sixty (60) minutes has been established by the Company.

#### **D. CANCELLATIONS**

A Flight Attendant who incurs a cancellation for a scheduled deadhead flight will receive one hundred percent (100%) deadhead pay for the scheduled leg value of the deadhead flight.

#### **E. DEADHEADING OUT OF BASE**

1. A Flight Attendant scheduled on a pairing which originates with a deadhead may pick up the trip at the outstation from which the first working leg departs. When the Flight Attendant chooses not to take the scheduled deadhead, the Flight Attendant will not be compensated for the deadhead. In such situations, the Flight Attendant must do the following:
  - a. call Crew Scheduling no later than report time of the original pairing;
  - b. confirm that he/she is at the outstation from which the first working leg of

the pairing departs; and

c. advise that she/he will not be taking the scheduled deadhead.

2. When a scheduled trip ends with a deadhead, a Regular line holder may, with prior notice to Crew Scheduling, elect not to fly such deadhead. When the Flight Attendant chooses not to take the scheduled deadhead, he/she will not be compensated for the deadhead flight.

## **SECTION 20**

### **DURATION**

- A. This Agreement shall become effective on January 16, 2013, and will continue in full force and effect until December 31, 2018 and shall renew itself without change each succeeding January 1<sup>st</sup> thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party at least twelve (12) months prior to December 31, 2018, or any year thereafter.
- B. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days notice request negotiations for modification or amendment of this Agreement and negotiations shall commence within thirty (30) days from receipt of said notice.

## **SECTION 21**

### **AGENCY SHOP AND DUES CHECK OFF**

#### **A. AGENCY SHOP**

1. Each Flight Attendant of the Company on the Endeavor Air Flight Attendant's Seniority List shall be required, as a condition of employment, beginning ninety (90) days after his/her seniority date: (1) to be or become a member of the union; or (2) pay to the Union a monthly service charge for the administration of this Agreement and representation of the Flight Attendant. Such monthly service charge shall be equal to the Union's regular monthly dues, initiation fee and periodic assessments, which would be required to be paid by such Flight Attendant if a member, provided that neither membership nor the payment of a service charge shall be required with respect to any such Flight Attendant: (a) for whom membership is not available upon the same terms and conditions generally applicable to any member; or (b) as to whom membership was denied or terminated for any reason other than the failure to tender periodic dues, initiation fees and assessments uniformly required by the Union as a condition of acquiring or retaining membership. The Union shall treat members and non-members alike in calculating the amounts due, in establishing the due date of payments and in determining whether a Flight Attendant's account is delinquent.

2. If any Flight Attendant of the Company on the Endeavor Air Flight Attendant's Seniority List who is required under this Agreement to make payment of a service charge, (and/or membership dues, and/or initiation fees, and/or periodic assessments) becomes delinquent in accordance with the Union's constitution in the making of such payments, the Union shall notify such Flight Attendant by Registered Mail, Return Receipt Requested, a copy to the Director of Inflight of the Company, his/her successor or designee, that he/she is delinquent in the payments specified above, and the total amount of money due and the period for which he/she is delinquent and that he/she is subject to discharge as an employee of the Company. Such letter shall also notify the Flight Attendant that he/she must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this Paragraph shall be deemed to be received by the Flight Attendant, whether or not it is personally received by him/her, when mailed by the Treasurer of the Union, or his/her designee, by Registered Mail, Return Receipt Requested, postage prepaid to the Flight Attendant's last known address or to any other address which has been designated by the Flight Attendant. It shall be the duty of every Flight Attendant to notify the Company and the Union of every change in his/her home address or an address where the notice required by this Paragraph can be sent and received by the Flight Attendant, if the Flight Attendant's home address is at any

time unacceptable for this purpose.

3. If, upon expiration of the fifteen (15) day period provided in Paragraph 2., above, the Flight Attendant still remains delinquent, the Union shall certify in writing to the Director of Inflight, his/her successor or designee, copy to the Flight Attendant, both by Registered Mail, Return Receipt Requested, that the Flight Attendant has failed to make payment within the grace period allowed and is, therefore, to be discharged. The Director of Inflight, his/her successor or designee, shall thereupon take proper steps to discharge such Flight Attendant from the service of the Company as soon as possible and in any event within twenty-one (21) days after receipt of the notice provided herein, shall advise the Flight Attendant of his/her termination.

4. A protest by a Flight Attendant who is to be discharged as the result of an interpretation or application of the provisions of this Agency Shop Agreement shall be subject to the following procedures:

- a. A Flight Attendant who believes that the said provisions have not been properly interpreted or applied as they pertain to him/her, may submit his/her request for review in writing within fifteen (15) days after receipt of the notification from the Director of Inflight, as provided above. The request must be sent by Registered Mail, Return Receipt Requested to the Director of Inflight or his/her successor or designee, who will review the protest and render a decision in writing, not later than fifteen (15) days following receipt of the protest.
- b. The Director of Inflight, his/her successor or designee, shall forward his/her decision to the Flight Attendant, with a copy to the MEC President by Registered Mail, Return Receipt Requested. Said decision shall be final and binding upon all interested parties, unless appealed within ten (10) days by either the Union or the Flight Attendant. Appeals shall be filed with the System Board of Adjustment.
- c. During the period the protest is being handled, as herein provided, and until final decision is rendered by the System Board of Adjustment, the Flight Attendant shall not be discharged from the Company nor lose any seniority right.

5. The Company shall be held harmless and indemnified by the Union for any and all claims, awards or judgments, including court costs, which may result from action by any Flight Attendant or Flight Attendants by virtue of application of the terms of this Agreement.

6. It is understood that the requirements of this Agency Shop Agreement shall not apply to any supervisory Flight Attendant as defined by the Railway Labor Act.



## B. DUES CHECK-OFF

1. The Company will deduct from the pay of Flight Attendants the appropriate amounts described in subparagraphs 2. and 3., below provided such Flight Attendant voluntarily executes one of the following agreed upon forms which will be prepared and furnished by the Union as a "Check-Off Form".

2.

### **ASSOCIATION OF FLIGHT ATTENDANTS-CWA ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK OFF OF ASSOCIATION DUES**

TO:

I, \_\_\_\_\_ hereby authorize \_\_\_\_\_ to deduct from my earnings once each month \$\_\_\_\_\_ the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Association of Flight Attendants, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This assignment and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof or upon the termination date of the Agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Master Executive Council.

Signature of Employee: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Classification Seniority Date \_\_\_\_\_

Domicile: \_\_\_\_\_

Date of First Deduction: \_\_\_\_\_

**NOTE: This form may be used by non-members for monthly service charge deductions.**

Please print name and address below:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP: \_\_\_\_\_

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA  
501 Third Street NW,  
WASHINGTON, D.C. 20001

3. All Check-Off Forms will be submitted through the Union who will forward the original copy to the Payroll Accounting Manager, Executive Offices. A properly executed Check-Off Form, filed before the tenth (10th) of the month will become effective on the first (1<sup>st</sup>) of the following month following its receipt by the Payroll Section of the Accounting Department. Illegible or improperly executed forms will be returned to the MEC President and/or MEC Secretary/Treasurer.

4. Any notice of revocation must be in writing, signed by the employee and delivered by the employee via certified mail, addressed to the Payroll Accounting Manager, Endeavor Air, Inc., Executive Offices, , with a copy of the revocation to the MEC President and/or MEC Secretary/Treasurer.

5. Deduction of a Flight Attendant's total obligation shall be made from a Flight Attendant's paycheck issued each pay period provided there is a sufficient balance due to the employee at the time, after all other deductions required by law, or provided by this Agreement (including money claims of the Company), have been satisfied. Within a reasonable time after the second regular paycheck issued each month, the Company will remit to the Union, a check in payment of all dues and service charges collected for the prior month pursuant to outstanding and unrevoked Check-Off Forms.

6. An employee who has executed a Check-Off Form and who has been (1) transferred or promoted to a job outside of the Inflight Department; (2) who resigns from the Company; (3) who is furloughed; or is (4) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked his/her assignment as of the date of such action and if he/she

(1) transfers back to a job covered by the Agreement;

(2) is rehired;

(3) is recalled;

(4) re-employed,

Further deductions of Union dues or service charges will be made only upon execution and receipt of another Check-Off Form.

7. It will be the Union's responsibility to verify apparent errors or back due accounts owed by an individual before contacting the Company Payroll Accounting Manager regarding payroll deductions of such missed collections

from a dues roster provided by the Company.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee and where a deduction is not in conformity with the provisions of the Union Constitution, refunds will be made to the employee by the Union.

9. The Company shall be held harmless and indemnified by the Union for any claims which may be made by the employees by virtue of the application of the terms of this Agreement.

## **SECTION 22**

### **PROFIT SHARING, RETIREMENT AND 401(k)**

#### **A. PROFIT SHARING PLAN**

1. The Payout Threshold shall be the pre-tax margin excluding non-cash deferred revenue and special items ("Adjusted Margin" and "Adjusted Earnings").

2. The Bonus Pool shall equal ten percent (10%) of Adjusted Earnings up to four percent (4%) in pre-tax margin; fifteen percent (15%) of Adjusted Earnings over four percent (4%) and up to eight percent (8%) in pre-tax margin, and twenty percent (20%) of Adjusted Earnings over eight percent (8%) pre-tax margin.

#### **3. Payout**

- a. Each class of employees will receive a pro rata share of the Bonus Pool based on the ratio of the class's total concessions resulting from Pinnacle's bankruptcy to the aggregate amount of such concessions across all employee classes. The share for the Flight Attendant class will be 10.8%.
- b. The Bonus Pool amount allocated to an employee class for each fiscal year will be allocated to eligible employees within the class on a pro rata basis based on the ratio of the employee's Considered Earnings for the year to the aggregate amount of Considered Earnings for all eligible employees in such class for that year.
- c. Considered Earnings are those earnings currently defined for contribution to the Company's 401(k) for that portion of the fiscal year for which the employee was eligible to participate.

#### **4. Eligibility**

- a. All current employees (excluding officers and directors) are eligible for the profit sharing plan on January 16, 2013.
- b. Employees hired after January 16, 2013, will become eligible for the profit sharing plan after one (1) year of continuous, active service.
- c. To be eligible, employees must be employed at the end of year.

#### **5. Election to 401(k)**

- a. In lieu of a cash payout, a Flight Attendant may elect to have any portion of his/her payout from the Profit Sharing Plan deferred into the 401(k) plan, subject to annual IRS contribution limits and any other applicable regulatory limits.

- b. Any 401(k) deferral will not be eligible for the Company matching contribution.
- c. Elections to defer into the 401(k) plan for the Profit Sharing Contributions may be made at least annually.
- d. Any portion not deferred into the 401(k) plan will be paid as earnings subject to any required withholding obligations.

6. AFA-CWA will have the right to review the methodology and calculation of the bonus pool and payouts (including data and access to relevant personnel) prior to distribution.

## **B. RETIREMENT**

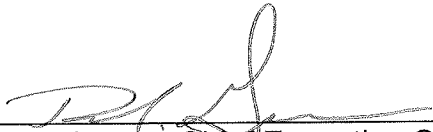
- 1. Flight Attendants will be provided with retirement benefits on the same terms and conditions, as those provided to any other non-contract, non-management employees.
- 2. Travel privileges upon retirement will be granted consistent with applicable pass travel policy.

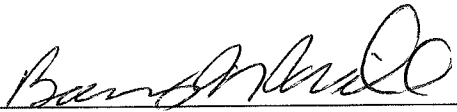
## **C. 401(k)**


- 1. Flight Attendant new hires shall be automatically enrolled in the plan following the first day of the month following six (6) months of service, including current Flight Attendants hired in the six months prior to the date of implementation of this Agreement.
- 2. The Company will deposit the Flight Attendant contribution and the Company match within the regulations of the IRS and in accordance with the chart below:

Years of Service	Company Match %	Match Salary Reduction Contributions Each Plan Year Up To
1 but less than 6	50%	6% of eligible earnings
6 but less than 11	50%	8% of eligible earnings
11 or more	50%	10% of eligible earnings


For the Company:

  
Ryan Gumm, Chief Executive Officer  
Pinnacle Airlines, Inc.

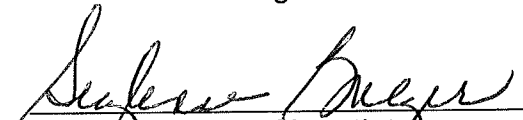
  
Barry Wilbur, Chief Operating Officer  
Pinnacle Airlines, Inc.

  
Gail Cummings, Director of In-Flight  
Pinnacle Airlines, Inc.

For the Union:

  
Terry French, MEC President  
Association of Flight Attendants – CWA

  
Tim Kipka, Negotiation Committee  
Association of Flight Attendants – CWA

  
Suzanne Balzer, Negotiator  
Association of Flight Attendants – CWA

  
Veda Shook, International President  
Association of Flight Attendants – CWA

## LOA 1 – Jetway Trades

LETTER OF AGREEMENT between  
PINNACLE AIRLINES, INC.  
and the  
FLIGHT ATTENDANTS in the service of  
PINNACLE AIRLINES, INC.  
as represented by the  
UNITED STEELWORKERS

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Pinnacle Airlines, Inc. (hereinafter referred to as “the Company”) and the Flight Attendants in the service of Pinnacle Airlines, Inc. as represented by the United Steelworkers Local 09-772 (hereinafter referred to as “USW” or “the Union”).

WHEREAS, the parties wish to implement Jetway Trades,

IT IS HEREBY AGREED as follows:

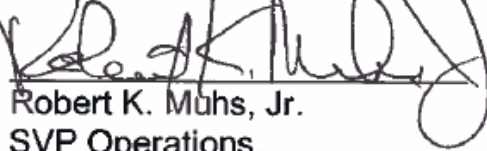
- A. Flight Attendants will be afforded the opportunity to drop or swap a trip/flight to another Flight Attendant within twenty-four (24) hours of the report time of such trip/flight (a “Jetway Trade”). The parties will meet again six months after implementation to discuss this program and make any necessary changes based on the six month period.
- B. A Flight Attendant who is requesting to drop or swap a trip/flight to another Flight Attendant within twenty-four (24) hours of the report time of such trip/flight must call Crew Scheduling to request the drop or swap to another Flight Attendant. The Flight Attendant accepting to pick up or swap such trip/flight will also contact Crew Scheduling to verify such request.
- C. A Jetway Trade will be considered approved once Crew Scheduling has verbally confirmed the trip/flight trade with both Flight Attendants involved in the trade.
- D. A Jetway Trade will not be denied due to staffing levels.
- E. A Jetway Trade may be denied during an IROP event.
- F. A Jetway Trade may not cause any impact to an on time departure.

G. The Jetway Trade is not intended to take the place of the normal trading procedures as outlined in Section 5.J of the Collective Bargaining Agreement. The intent of the Jetway Trade is for trades that may be needed due to unplanned or emergency events for Flight Attendants (i.e. childcare issues).

H. A Flight Attendant shall have no more than four (4) Jetway Trades each year.

**Dated this the 24<sup>th</sup> day of October, 2012.**

FOR THE COMPANY:

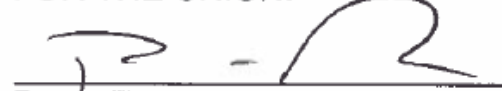


Robert K. Muhs, Jr.  
SVP Operations,  
Pinnacle Airlines, Inc.



Barbara Setsvold  
Vice President, Inflight

FOR THE UNION:



David Trostle  
United Steelworkers International



Loretta Stronski  
President, USW Local 09-772



## LOA 2 – Implementation of Monthly Credit Hour Maximum Provisions

LETTER OF AGREEMENT between  
PINNACLE AIRLINES, INC.  
and the  
FLIGHT ATTENDANTS in the service of  
PINNACLE AIRLINES, INC.  
as represented by the  
UNITED STEELWORKERS

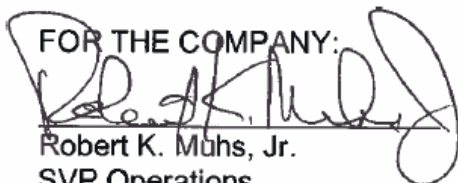
This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Pinnacle Airlines, Inc. (hereinafter referred to as "the Company") and the Flight Attendants in the service of Pinnacle Airlines, Inc. as represented by the United Steelworkers Local 09-772 (hereinafter referred to as "USW" or "the Union").

WHEREAS the parties wish to outline the implementation period for the Monthly Credit Hour Maximum provisions. It is HEREBY AGREED as follows:

For the bid months December 2011 through December 2012, the Credit Hour Maximum as outlined in Section 6.H. in the Agreement shall be one hundred five (105) hours of Credit Time per month. However, at his/her option, a Flight Attendant may voluntarily exceed one hundred five (105) hours of Credit Time in a month by picking up time from another Flight Attendant and/or from Open Time. The monthly Credit Time maximum does not include operational changes made during the month to a Flight Attendant's schedule such as a reassignment, an extension or Junior Manning Assignment.

**Dated this the 24<sup>th</sup> day of October, 2012.**

FOR THE COMPANY:



Robert K. Muhs, Jr.  
SVP Operations,  
Pinnacle Airlines, Inc.



Barbara Setsvold  
Vice President, Inflight

FOR THE UNION:



David Trostle  
United Steelworkers International



Loretta Stronski  
President, USW Local 09-772

LOA 3 – Perfect Attendance Program Participation

LETTER OF AGREEMENT between  
PINNACLE AIRLINES, INC.  
and the  
FLIGHT ATTENDANTS in the service of  
PINNACLE AIRLINES, INC.  
as represented by the  
UNITED STEELWORKERS

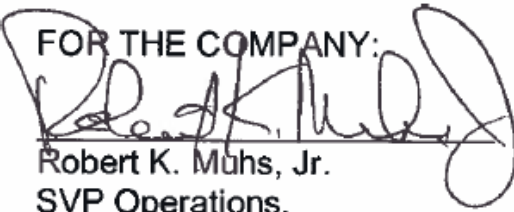
This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Pinnacle Airlines, Inc. (hereinafter referred to as "the Company") and the Flight Attendants in the service of Pinnacle Airlines, Inc. as represented by the United Steelworkers Local 09-772 (hereinafter referred to as "USW" or "the Union").


It is HEREBY AGREED as follows:

The Flight Attendants will participate in any Company Perfect Attendance Program at the same level and on the same conditions as all other employee groups.


**Dated this the 24<sup>th</sup> day of October, 2012.**

FOR THE COMPANY:

  
Robert K. Muhs, Jr.  
SVP Operations,  
Pinnacle Airlines, Inc.

  
Barbara Setsvold  
Vice President, Inflight

FOR THE UNION:

  
David Trostle  
United Steelworkers International

  
Loretta Stronski  
President, USW Local 09-772

LOA 4 – Pinnacle Seniority Integration

LETTER OF AGREEMENT  
between  
PINNACLE AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
In the service of  
Pinnacle Airlines, Inc.  
As represented by  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Pinnacle Airlines, Inc. ("Pinnacle" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Pinnacle, including current Pinnacle flight attendants formerly employed by Mesaba Aviation, Inc., current Pinnacle flight attendants formerly employed by Colgan Air, Inc. as well as current "legacy" Pinnacle flight attendants who have not worked for either of the two other carriers (these three groups of Flight Attendants are hereafter referred to as the "Labor Groups" whereas the Company and the Association are referred to as "the Parties").

**WHEREAS**, the Company is a wholly-owned subsidiary of Pinnacle Air Corp., which at one time had two other operating air carrier subsidiaries, Mesaba Aviation, Inc. ("Mesaba") and Colgan Air, Inc. ("Colgan"); and

**WHEREAS**, Mesaba and Colgan no longer possess separate FAA operating certificates and certain flight attendants formerly employed by Mesaba and Colgan are now employed by Pinnacle; and

**WHEREAS**, the National Mediation Board determined on April 18, 2012, in Case No. R-7324 (39 NMB No. 35) that the flight attendants of Pinnacle, Mesaba and Colgan are operating as a single transportation system for purposes of the Railway Labor Act, as amended; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to implement a revised and integrated Flight Attendant Seniority List in a fair and equitable manner; and,

**WHEREAS**, the parties entered into a Seniority Protocol Agreement dated October 5, 2012, providing for the review and certification of employment data from the Company in preparation for this revised seniority integration, and the review and certification of such employment data by the Labor Groups has been completed;

**THEREFORE**, the Parties HEREBY AGREE, as follows:

### **A. Acceptance of Integrated Seniority List**

1. The Labor Groups began discussions and exchanged proposals intended to amicably agree upon a fair and equitable integrated Flight Attendant Seniority List on February 28, 2013.
2. On February 1, 2013, the Labor Groups reached agreement on the fair and equitable integration of the Flight Attendant Seniority List ("Endeavor Air Flight Attendant Merged Seniority List" or "Merged List"). The Association has provided the Company with the "Report and Certification of Merged Seniority List by the Seniority Integration Committees" as well as a merged seniority list ("Merged List") containing the certified seniority date of all Pinnacle flight attendants. Such Endeavor Air Flight Attendant Merged Seniority List is accepted by the Company, and is final and binding upon the Parties and Labor Groups.

### **B. Implementation of Integrated Flight Attendant Seniority List**

1. The Merged List shall, when implemented, operate pursuant to the terms of the Pinnacle Flight Attendant Collective Bargaining Agreement, including the provisions of this Letter of Agreement, and not:
  - a. contain a "system flush" whereby an active Flight Attendant may displace any other active Flight Attendant from the latter's position;
  - b. permit furloughed Flight Attendants to bump/displace active Flight Attendants;
  - c. require the Company to compensate any Flight Attendant(s) for flying not performed; and,
  - d. contain conditions or restrictions that materially increase the Company's costs.
2. The Merged List will be implemented by the Company:
  - a. For all vacancy bidding purposes for the current February 2013 vacancy bid;
  - b. For the purposes of monthly bidding no later than:
    - i. 60 days following the date of this Letter of Agreement, or
    - ii. in time for implementation prior to the April bidding period for the May 2013 schedule
3. The Parties recognize that the Merged List cannot be fully implemented until such time as the Company ceases fenced operations. However, the Parties agree that the Company will partially implement the Merged List subject to the fenced operations, consistent with Paragraph 2, above, for former Mesaba and Colgan Flight Attendants that are assigned to the "unfenced" part of the Company's fenced operations.

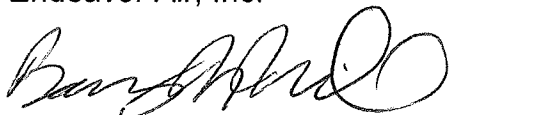
4. If the Company is unable to fully implement the Merged List by July 1, 2013, for any reason, the Parties shall meet within five (5) days of July 1, 2013 to discuss the Company's reason(s) for delayed implementation.

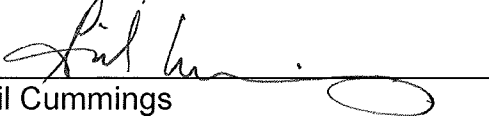
**C. Miscellaneous**

1. The Association shall indemnify the Company against any claims against it by individual employees arising out of the seniority integration process and any prior seniority integration agreements. The Association must consent in writing to or be a party to any settlement between the Company and any individual employees for the Company to be indemnified by the Association under this paragraph. The Association shall also be responsible for reasonable attorneys' fees and costs actually incurred by the Company in defending any claim arising out of the seniority integration process up to a maximum of \$50,000.
2. The integrated Pinnacle Airlines Flight Attendant Merged Seniority List reached pursuant to this Agreement shall supersede any previous inconsistent agreement(s) under the collective bargaining agreement between Endeavor Air and the Association regarding the seniority integration of former Mesaba, former Colgan and legacy Pinnacle Flight Attendants.

Dated this the 16<sup>th</sup> day of January, 2013.

  
Ryan Gumm  
Chief Executive Officer  
Endeavor Air, Inc.

  
Barry Wilbur  
Chief Operating Officer  
Endeavor Air, Inc.

  
Gail Cummings  
Vice President - Inflight  
Endeavor Air, Inc.

  
Terry French, MEC President  
Association of Flight Attendants – CWA

  
Peter Swanson, Senior Staff Attorney  
Association of Flight Attendants – CWA

  
Veda Shook, International President  
Association of Flight Attendants – CWA

LOA 5 – 1113 Miscellaneous

LETTER OF AGREEMENT between  
PINNACLE AIRLINES, INC.  
and the  
FLIGHT ATTENDANTS in the service of  
PINNACLE AIRLINES, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between Endeavor Air, Inc. (hereinafter referred to as “the Company”) and the Flight Attendants in the service of Pinnacle Airlines, Inc. as represented by the Association of Flight Attendants-CWA (hereinafter referred to as “AFA” or “the Union”).

This letter (“Letter”) constitutes a part of the proposal provided by Pinnacle Airlines, Inc. (the Company) to the Association of Flight Attendants-CWA, AFL-CIO (AFA) to modify the collective bargaining agreement currently in effect and such modifications provided in the 2012 Restructuring Program in furtherance of the Company’s effort to improve liquidity and profitability and restructure its capital structure and operations and reorganize under Chapter 11, and in consideration of the Company’s agreements herein.

**ARBITRATION**

1. At either the Company's or Union's request, any dispute arising over the meaning of the negotiated amendments to the Pinnacle Flight Attendant Agreement may be submitted for arbitration.
2. If the parties are unable to agree upon a neutral arbitrator, the parties will alternately strike names on the revised list of the current panel of arbitrators, with the Union striking first, until only one name remains.
3. The matter shall be heard by the Board within thirty (30) days of the selection of the arbitrator.
4. In the event the selected neutral does not agree to comply with the time limits stated above, the last stricken arbitrator will be used. This process will continue until an arbitrator agrees to comply with the time lines in paragraph 3 above.
5. The availability of these Arbitration procedures will not prevent the parties from mutually agreeing to an alternate process to settle any dispute arising under this Agreement.

## GENERAL UNSECURED CLAIM

Subject to the effectiveness of modifications to the AFA collective bargaining agreement as set forth herein, the parties recognize that the AFA and its members have made significant concession in their contractual and prevailing conditions of employment including wages and work rule modifications for the purpose of enabling Pinnacle Airlines, Inc. to successfully reorganize in the pending Chapter 11 proceedings. AFA and the Company have agreed that AFA shall have an allowed prepetition general unsecured non-priority claim in the amount of Nineteen Million Three Hundred Eighty Thousand Dollars (\$19.38 million) (the "AFA Claim").; *provided* that if the concessions made by AFA under this agreement are reduced, then the AFA Claim shall be reduced by the amount of any such reduction as determined in good faith by the Company. None of AFA or any of AFA's represented employees shall have any other claim or cause of action on account of this agreement or the concessions made by AFA hereunder or in the modified AFA collective bargaining agreement. Any transfer of all or any part of the AFA Claim may be made only in compliance with the Final Trading Order Establishing Notification Procedures and Approving Restrictions on Certain Transfers of Claims Against and Interests in the Debtors' Estates entered by the Bankruptcy Court on April 23, 2012. The Company agrees they will support the AFA Claim and use reasonable efforts to obtain the support of the Unsecured Creditors Committee to also support the AFA Claim.

AFA will have the sole authority and responsibility to determine the manner of allocation among its represented employees on account of the AFA Claim; *provided* that the allocation schedule or formula will be delivered to the Company no later than 30 days prior to any applicable distribution date. To the extent reasonably practicable, the Company will distribute such proceeds to the employees identified by AFA net of applicable withholding taxes.

## PROTECTIONS

If ratified and approved by the Bankruptcy Court, these terms and conditions will not go in to effect until the Company implemented, through binding agreement or legal unilateral authority, revisions to (A) the labor contracts of the Company's other non-AFA unionized employees and (B) the wages, benefits and working conditions of the Company's non-union hourly employees and (C) the wages, benefits and working conditions of the non-union salaried and management employees so that the aggregate revisions in (A), (B) and (C) for each individual non-AFA union and non-union employee group are reasonably projected by the Company to produce the targets for labor cost savings specified by the Company in its [Term Sheet Proposal dated August 16, 2012] as those targets may be modified by mutual agreement; *provided* that if the Company fails to implement the changes described in this paragraph for any other non-AFA union or non-union employee group, without implementing other changes that are reasonably



projected by the Company to achieve equivalent labor cost savings, the Company and AFA will meet to discuss and agree upon a proportionate reduction in projected labor cost savings under the modified AFA collective bargaining agreement, and any such agreement will satisfy the condition to effectiveness in this paragraph.

## **INDEMNIFICATION**

The Company will indemnify and hold harmless AFA and its current or former members, officers, directors, committee members, employees, advisors, attorneys, accountants, investment bankers, consultants, agents, actuaries, financial advisors, professionals, agents and other representatives (each solely in their capacity as such, and each an "indemnitee") from fifty percent of any liability, loss, damage, fines, penalties, taxes, expenses, and costs (not including an income or excise taxes or similar amounts imposed by any governmental agency) relating to, concerning or resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever arising in connection with matters relating to, concerning or connected to the negotiation or establishment of this agreement and the modifications to the AFA collective bargaining agreement as set forth herein (together, the "Concessions"). This fifty-percent sharing arrangement will exist until AFA's financial exposure reaches \$3 million and any exposure exceeding \$3 million will be the responsibility of the Company.

Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct if any indemnitee, 2) any claim, lawsuit or administrative charge asserting that AFA violated its By-Laws or other organizational requirements in connection with the Concessions or the modified AFA collective bargaining agreement, 3) any claim, lawsuit or administrative charge resulting from any statement made by any indemnitee that incorrectly describes the modified AFA collective bargaining agreement or the Concessions; 4) any claim, lawsuit or administrative charge related to allocation among Pinnacle employees represented by AFA of any proceeds or distribution received in connection with the AFA Claim or 5) any claim, lawsuit or administrative charge related to any disposition by AFA or employees represented by AFA to third parties of the AFA Claim or any proceed or distribution received in connection therewith or on account thereof.

Any indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven business days of the indemnitee learning of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel



of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

## **EXCULPATION**

The Company agrees that it will not propose or support any Plan of Reorganization that does not contain an exculpation or release provision for AFA and each of their current or former members, officers, directors, committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives (collectively, the "AFA Exculpated Parties") at least as favorable as any exculpation or release provisions provided for the Company's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives; provided that any failure of the Bankruptcy Court to approve any such releases or exculpations shall not affect the parties rights and obligations under the modified Collective Bargaining Agreement or give rise to any claim against the Company by AFA or the AFA Exculpated Parties.

## **BANKRUPTCY PROTECTION**

During the pendency of the current chapter 11 cases, the Debtors will not file or support any motion ( any "Motion") pursuant to 11 U.S.C. Sections 1113, 1113(e), or any other relevant provision of the Bankruptcy Code, seeking rejection or modification of, or relief or interim relief from, the modified Collective Bargaining Agreement, in each case, unless there is a material deterioration in the Company's financial condition, liquidity or financial prospects as measured on the date hereof , whether because of general economic conditions or otherwise. All applicable requirements and provisions of Section 1113 will apply to any such Motion. AFA reserves the right to object to such a Motion and nothing in the Agreement shall be construed as an agreement by the AFA to such modifications or relief.

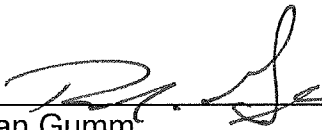
## COLGAN HIRING/INTERVIEWS

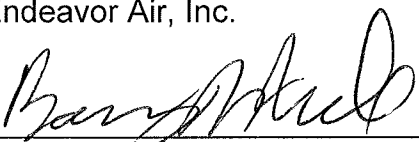
Colgan Flight Attendants who expressed interest in coming to Pinnacle by the August 2012 deadline will have 12 months from the date of ratification to start a class at Pinnacle. Flight Attendants who did not express interest by the August 2012 deadline in coming to Pinnacle or who declined an offer to begin class at Pinnacle, will have 12 months from date of ratification to interview for open Flight Attendant positions at Pinnacle.

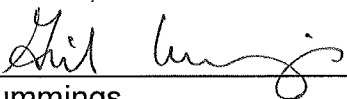
## OUTSTANDING MESABA CONTRACT GRIEVANCES


AFA agrees to waive any claim or liability, including grievances, against the Company, related to the Collective Bargaining Agreement between Mesaba Aviation and AFA; with the exception that any outstanding discharge grievances under that Agreement filed before January 4, 2012, shall not be considered waived or withdrawn, and may be processed by AFA or the Flight Attendant to the System Board of Adjustment pursuant to the terms of the Collective Bargaining Agreement between the Company and AFA, but such discharge grievances shall only constitute prepetition general unsecured claims.


Dated this the 16<sup>th</sup> day of January, 2013.

  
Ryan Gumm  
Chief Executive Officer  
Endeavor Air, Inc.

  
Barry Wilbur  
Chief Operating Officer  
Endeavor Air, Inc.

  
Gail Cummings  
Vice President - Inflight  
Endeavor Air, Inc.

  
Terry French, MEC President  
Association of Flight Attendants – CWA

  
Peter Swanson, Senior Staff Attorney  
Association of Flight Attendants – CWA

  
Veda Shook, International President  
Association of Flight Attendants – CWA

Letter of Agreement 6 – Reserves & Open Time Manager

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

AND

THE FLIGHT ATTENDANTS

In the service of

Endeavor Air, Inc.

As represented by

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and Association agree there is a need for clarifications and modifications to the existing contract language relating to reserve Flight Attendants, including but not limited to, reserve assignment transparency, order of assignment, and the use of home and airport ready reserves; and

WHEREAS, the Company and Association further agree that there is mutual benefit associated with implementing an automated form of reserve transparency, as well as an automated platform for processing Flight Attendant trip trades, adds, drops and swaps - specifically the FLICA application for open time management; and

WHEREAS, the Company and Association have met to discuss the necessary language changes to Sections 5.M, 5J., and other related provisions of the current Collective Bargaining Agreement; and

*NOW THEREFORE*, the Parties HEREBY AGREE, as follows:

**RESERVES**

**SECTION 5.M**

Section 5.M. is amended and replaced in its entirety, as follows:

**M. RESERVE**

1. A Reserve Flight Attendant is one who does not hold a Regular flying assignment and is available to perform any Open Time flying not flown by Flight Attendants holding a Regular bid line.
  - a. Part-time lines will not consist of more than twenty percent (20%) Reserve lines.
  - b. On the last day of a block of reserve days, a Flight Attendant will be released from reserve no later than when the last scheduled Flight departs which the Reserve Flight Attendant would be legal to fly and still return to the domicile that evening. The Flight

Letter of Agreement 6 – Reserves & Open Time Manager

Attendant must receive an express release from the Company.

- c. Reserve Flight Attendants may trade reserve days or days off and pick-up Open Time on scheduled days off, if legal, provided the flying does not conflict with scheduled reserve assignments. All flying picked up from Open Time by a Reserve Flight Attendant on a scheduled day off will be paid above monthly guarantee.
- d. A reserve day, in which a Flight Attendant is not given a flying assignment, will not be considered a day off.

2. Home Reserve

a. **Reserve Availability Period (RAP)**

A Home Reserve Flight Attendant is required to be on-call for a period of no more than **fourteen (14) hours** on a reserve day. A Home Reserve Flight Attendant may be contacted by the Company during the on-call period to begin a duty assignment that is scheduled to commence and conclude consistent with the limitations of the FARs.

**The Company shall have two (2), 14-hour, Home Reserve Availability Periods ("RAPs") (RAP Early (P1): 0400 – 1800; and RAP Late (P2): 1000 – 2400). The start times of the respective RAPs may be adjusted to allow the Flight Attendant rest in accordance with Section 6 E.1. A Home Reserve Flight Attendant shall have the ability to preference his/her Home Reserve Availability Period at the time of the monthly bid and such preferences shall be awarded in seniority order. A Home Reserve Flight Attendant shall be assigned the same RAP for a block of reserve days.**

b. **Company Swap of RAPs**

**Once awarded, a Home Reserve Flight Attendant's RAP may be swapped up to 48 hours in advance by the Company, subject to the following conditions:**

- (1) A Home Reserve Flight Attendant must be provided rest in accordance with Section 6 E.1. herein (Domicile Rest);**
  - (2) A Flight Attendant assigned to Airport Reserve out-of-domicile must be provided rest in accordance with Section 6 E.2. (Scheduled RON Rest); and**
  - (3) A Home Reserve Flight Attendant's RAP on the first day of a block of reserve days may not be swapped without the Flight Attendant's consent.**
- c. A Home Reserve Flight Attendant must provide the Company with a phone number in his/her domicile.
  - d. A Flight Attendant on Home Reserve shall report to the airport crew room for check-in no later than two (2) hours after he/she is contacted. If a Home Reserve Flight Attendant is contacted for a trip which is scheduled to depart in two (2) hours or less, Crew Scheduling may authorize reimbursement for use of short/long term parking facilities and waive crew check-in requirements, with Flight Attendant approval.

Letter of Agreement 6 – Reserves & Open Time Manager

- e. A Home Reserve Flight Attendant must report to work prepared for an overnight even if he/she has been assigned a one (1) day trip.

**f. Assignment Preferences**

**At the time of monthly bidding, a Flight Attendant may elect to indicate the following “Reserve Preferences” for that bid month only:**

**Home Reserve P1  
Home Reserve P2  
Airport Reserve YES/NO  
Airport Reserve AM (Default)  
Airport Reserve PM  
First Out Non CDO (Default)  
Last Out Non CDO  
First Out CDO (Default)  
Last Out CDO**

- (1) **“First Out” means the Flight Attendant wishes to be utilized before all other similarly situated reserves for flying assignments. “Last Out” means the Flight Attendant wishes that all similarly situated Reserve Flight Attendants will be utilized before him/her. Preferences will be honored in seniority order.**

- (2) **A Flight Attendant who does not indicate a preference at the time of monthly bidding will be defaulted to “First Out.”**

**g. Order of Assignment**

**The Company will assign flying to Home Reserve Flight Attendants in the following order, subject to contractual flight and duty limitations and any applicable FAR limitations:**

- (1) **First, to Home Reserve Flight Attendants whose number of available reserve days is equal to the number of days of the assignment. In the event there is no Home Reserve Flight Attendant with a number of available days equal to the number of days of the assignment, the Company shall assign the pairing to the Flight Attendants whose schedule contains the next greater number of available reserve days than the number of days of the assignment;**
- (2) **Second, as between Flight Attendants with the same number of available days, to the Home Reserve Flight Attendant with the lowest projected monthly block hours at the time of the assignment. Flight Attendants whose projected monthly block at the time of assignment are within ten (10) hours of the Flight Attendant with the lowest monthly block shall be deemed to be the same; and**
- (3) **Third, after applying (a) and (b) above, the assignment will be made based upon Flight Attendant preferences as identified in Section 5.M.2.f.; and**
- (4) **Fourth, any remaining Home Reserve Flight Attendant who is available for duty.**

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

**Examples – Flying Assignments**

For the Scenarios below, assume the following characteristics for Home Reserve Flight Attendants.

<b>Flight Attendant</b>	<b>Available Days</b>	<b>Projected Block</b>	<b>Preference</b>	<b>Seniority #</b>
<b>1</b>	<b>2</b>	<b>35</b>	<b>First Out</b>	<b>345</b>
<b>2</b>	<b>2</b>	<b>39</b>	<b>First Out</b>	<b>261</b>
<b>3</b>	<b>2</b>	<b>28</b>	<b>Last Out</b>	<b>400</b>
<b>4</b>	<b>4</b>	<b>29</b>	<b>Last Out</b>	<b>200</b>
<b>5</b>	<b>4</b>	<b>33</b>	<b>Last Out</b>	<b>225</b>

**Scenario 1 (Days of Availability, Projected Block, Preference)**

- Pairing #1234, a 2-day trip becomes available for assignment.
- Assume all 5 Flight Attendants above are available for assignment
- Flight Attendants 1, 2 and 3 all have 2-days of availability.
- Flight Attendant 3 has the lowest projected monthly block (28), but Flight Attendant 1 is within 10 hours of Flight Attendant 3, so they are considered the same.
- Flight Attendant 1 has preferenced First Out,, where as Flight Attendant 3 has preferenced Last Out.
- Flight Attendant 1 would be assigned the trip.

**Scenario 2 (Days of Availability, Preference, Seniority)**

- Pairing #1234, a 2-day trip becomes available for assignment.
- Assume only Flight Attendants 1, 2, 4 and 5 above are available for assignment
- Flight Attendants 1, 2 both have 2-days of availability.
- Flight Attendant 1 has the lowest projected monthly block, but Flight Attendant 2 is within 10 hours of Flight Attendant 1, so they are considered the same. Flight Attendants 1 and 2 have both a preference for First Out.
- Flight Attendant 2, being more senior, would be assigned the trip.

**Scenario 3 (Days of Availability, Preference, Reverse Seniority)**

- Pairing #5678, a 3-day trip becomes available for assignment.
- Assume all 5 Flight Attendants above are available for assignment
- No Flight Attendant has the same number of days of availability as the assignment, but Flight Attendants 4 and 5 have the next greater number of available reserve days than the number of days of the assignment.
- Flight Attendants 4 has the lowest projected monthly block, but Flight Attendant 5 is within 10 hours of Flight Attendant 4, so they are considered the same)
- Both have preference for Last Out.
- Flight Attendant 5, being more junior, would be assigned the trip (inverse seniority order)

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

**(5) Notwithstanding the order of assignment provisions set forth above, the Company may at its discretion, assign flying to any Flight Attendant on reserve who requires Flights for qualification, re-qualification, or training.**

- h. A Reserve Flight Attendant who completes an assignment must contact Crew Scheduling before leaving the airport. A Reserve Flight Attendant who completes an assignment may be given additional assignments, however can be held for a maximum of one (1) hour at the airport for the purpose of accepting further flying assignments which must be scheduled to depart within three (3) hours of arrival of the last Flight. The one (1) hour "hold" time period will begin at block in time of the last Flight or at the originally scheduled airport reserve release time. Only if he/she receives an express release from the Company will a Flight Attendant be considered in a rest period. A Flight Attendant may request an early release.
  - i. **A Home Reserve Flight Attendant who is contacted, or who self-notifies, during a Home Reserve period to accept an assignment (whether to Airport Reserve or a Pairing) that requires him/her to report to the airport during the same calendar day, may request to be released from Home Reserve duty and, in the event he/she is released by Crew Scheduling, he/she will no longer be obligated to be available for contact until report time at the airport for the assignment. A Home Reserve Flight Attendant who is not so released by the Crew Scheduling remains subject to all Home Reserve availability and report obligations contained in this Section. Crew Scheduling may not unreasonably deny a Flight Attendant's request to be released under this paragraph.**
  - j. Home Reserve Flight Attendant may not be assigned Airport Reserve or a flying assignment greater than forty-eight (48) hours from report time for assignment.
3. Airport Reserve

**a. Assignment of Home Reserves to Airport Reserve**

- (1) **A Flight Attendant may submit a preference for Airport Reserve as set forth in Section 5.M.2.f., and may also designate a preference for Airport Reserve "AM" or "PM."**
- (2) **The Company may assign Home Reserve Flight Attendants to Airport Reserve status based on operational needs. When assigning Home Reserve Flight Attendants to Airport Reserve, the Company will do so in the following order, subject to contractual flight and duty limitations and any applicable FAR limitations:**

**First, in seniority order to available Home Reserve Flight Attendants who have preferenced for Airport Reserve and the Airport Reserve shift matching the assignment (AM/PM);**

**Second, in the event no available Home Reserve Flight Attendant has preferenced the Airport Reserve shift matching the assignment, in reverse seniority order to Home Reserve Flight Attendants who have preferenced Airport Reserve;**



## Letter of Agreement 6 – Reserves &amp; Open Time Manager

Third, in the event no available Home Reserve Flight Attendant has preferenced Airport Reserve, to the Home Reserve Flight Attendant with the lowest projected monthly block hours at the time of assignment. Home Reserve Flight Attendants whose projected monthly block is within ten (10) hours of the Flight Attendant with the lowest monthly block shall be deemed to be the same.

Fourth, as between Home Reserve Flight Attendants who have not preferenced Airport Reserve, and who have same projected monthly block, the assignment will be made in reverse seniority order.

- (3) A Home Reserve Flight Attendant will not be assigned to Airport Reserve PM on the last day of a set of reserve days unless he or he/she is the only Flight Attendant available for that assignment.

**Examples – Assignment of Home Reserve to Airport Reserve**

Flight Attendant	Projected Block	Volunteer for AR	ARR Shift Preference	Seniority
1	35	Y	AR – AM	345
2	39	Y	AR – AM	261
3	28	Y	AR – AM	400
4	29	N	AR – PM	200
5	40	N	None	225

**Scenario 1 (Preference - Seniority)**

- Pairing #2345, Airport Reserve AM built as a single day trip, becomes available for assignment.
- Flight Attendant 1, 2 and 3 have indicated a preference to perform Airport Reserve, and further indicated a preference for AM Airport Reserve
- Flight Attendant 2 being the most senior of the Flight Attendants and having preferenced Airport Reserve AM, would receive the assignment.

**Scenario 2 (Preference – Reverse Seniority)**

- Pairing #0099, Airport Reserve PM built as a single day trip, becomes available for assignment.
- Flight Attendant 1, 2 and 3 have indicated a preference to perform Airport Reserve, and further indicated a preference for AM Airport Reserve
- Flight Attendant 3, being the most junior of the Flight Attendants having preferenced Airport Reserve, would receive the assignment.

**Scenario 3 (Preference – Projected Block)**

- Pairing #1122, Airport Reserve AM built as a single day trip, becomes available for assignment.
- Only Flight Attendant 4 and 5 are available for assignment.



## Letter of Agreement 6 – Reserves &amp; Open Time Manager

- Neither Flight Attendant 4 or 5 indicated a preference to volunteer for Airport Reserve.
- Flight Attendant 4, with a projected monthly block of 29, would receive the assignment.

Flight Attendant	Projected Block	Volunteer for AR	AR Shift Preference	Seniority
1	51	Y	AR – AM	128
2	19	N	None	181
3	34	Y	AR – PM	410
4	24	N	None	210
5	20	N	None	250

**Scenario 4 (Preference)**

- Pairing #4567, Airport Reserve PM built as a single day trip, becomes available for assignment.
- Flight Attendants 1 and 3 have submitted a preference for Airport Reserve.
- Flight Attendant 3 also has preferenced Airport Reserve PM, while Flight Attendant 1 has preferenced Airport Reserve AM.
- Flight Attendant 3, even though junior to Flight Attendant 1, would receive the assignment due to his/her more specific preference to Airport Reserve PM.

**Scenario 5 (No Preference, Projected Block, Reverse Seniority)**

- Pairing #5432, Airport Reserve AM is built as a single day trip, and becomes available for assignment
  - Only Flight Attendants 2, 4 and 5 are available for the assignment, none of whom have preferenced Airport Reserve
  - Flight Attendant 2 has the lowest projected monthly block hours, but Flight Attendants 4, and 5 are within 10 block hours of Flight Attendant 2, and are deemed the same for purposes of assignment.
  - Flight Attendant 5, being the most-junior Flight Attendant will receive the assignment to Airport Reserve AM (reverse seniority).
- b. An Airport Reserve Flight Attendant is required to be on-call at the airport, in uniform, prepared to work, for a period of eight (8) hours, beginning when he/she reports to the airport and signs in as an Airport Reserve.
  - c. A Flight Attendant on Airport Reserve is considered on duty from the time he/she signs in as an Airport Reserve at the airport and shall earn per diem for his/her scheduled reserve period beginning at check-in time of the Airport Reserve period and end at release time. An Airport Reserve Flight Attendant may request an early release.
  - d. An Airport Reserve day will have a credit value of four (4) hours toward the Flight Attendant's monthly guarantee.
  - e. Airport Reserve Flight Attendants shall make his/her best effort to report to the aircraft, upon notification of an assignment, within fifteen (15) minutes.

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

f. **Airport Reserve Pairing Assignment.**

**(1) When more than one (1) Flight Attendant is on Airport Reserve during the same period, pairing assignments shall be made based on the needs of the operation, and with due consideration of days of availability, and, in the case of Flight Attendants with the same days of availability, to the Flight Attendant with the lowest projected block time accrued for the month.**

**(2) Airport Reserve Flight Attendants may be assigned pairings prior to assignment to Home Reserve Flight Attendants, pursuant to Section 5.M.3.f. (1) above.**

g. An Airport Reserve who is assigned flying during the Airport Reserve period will not be scheduled to be on duty more than fourteen (14) hours, beginning at the report time for the Airport Reserve period. A Reserve Flight Attendant will only be assigned Airport Reserve for a maximum of eight (8) days in a bid month **unless a Flight Attendant has submitted a preference for Airport Reserve**. If all available Reserve Flight Attendants in a Domicile have each been assigned Airport Reserve eight (8) days in a bid month, or no other Reserve Flight Attendant is available, a Flight Attendant can be assigned Airport Reserve more than eight (8) days in that bid month.

h. **When an Airport Reserve Flight Attendant's assignment has ended and he/she has not been assigned a trip during the Airport Reserve assignment, he/she shall be released into domicile rest and shall be non-contactable until the start of his/her next Reserve Availability Period or until his/her domicile rest has concluded, whichever is greater.**

## 4. Reserve Away from Domicile

- a. A Flight Attendant on Reserve Status may be assigned to Reserve away from domicile for a period not to exceed five (5) days and four (4) nights, including deadhead Flights.
- b. A Flight Attendant who is assigned Reserve away from domicile shall be provided with a single occupancy hotel room, paid by the Company, and earn per diem for the entire period of time away from domicile.
- c. A Flight Attendant who is assigned to Reserve away from domicile shall not be assigned duty which would prevent him/her from being released at his/her home domicile prior to midnight on the fifth (5th) day.
- d. **A Flight Attendant who is assigned Reserve away from domicile shall retain his/her Assignment Preferences and assigned RAP (unless swapped pursuant to 5.M.2.b.) while serving away from domicile.**

## 5. General

- a. A Reserve Flight Attendant may use a beeper or cell phone, however, the Flight Attendant is solely responsible for ensuring the quality of service of such device and any malfunction of the beeper or cell phone is solely the responsibility of the Flight Attendant.

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- b. A Reserve Flight Attendant who has been contacted by the Company for reserve assignment but who has not been reached personally, must respond within fifteen (15) minutes of the initial contact or he/she will be considered unavailable.
- c. A Reserve Flight Attendant who is required to perform flying that extends him/her into a scheduled day off shall be credited above monthly guarantee at the rate of **one-hundred fifty percent (150%)** for all flying performed on the scheduled day off. The Reserve Flight Attendant will be returned to domicile on the first scheduled Flight and will be immediately released from duty.
- d. A Flight Attendant who becomes ill during a Home Reserve period must contact Crew Scheduling immediately, for the purpose of placing themselves on sick leave status. The required two (2) hour call out time will not apply to a Home Reserve Flight Attendant who has not been given an assignment, but a Home Reserve must contact Crew Scheduling prior to being contacted for an assignment.
- e. A Home Reserve Flight Attendant who has been notified of an assignment, and subsequently becomes ill and unable to perform such assignment, must notify Crew Scheduling immediately, but in no case less than two (2) hours prior to check-in time for such assignment.

**6. Reserve Assignment Transparency**

**Flight Attendants shall have remote access via Company website to the reserve information listed below. The Company shall not charge Flight Attendants a fee to access this information via the website; however, the Company will not be responsible for the cost of any smart phone or tablet application or other available for fee-based features a Flight Attendant chooses to purchase. The reserve information shall include:**

- a. **A list of Reserve Flight Attendants, by location, already on an assignment, including Airport Reserve. Such list will include at least the Flight Attendants' names and seniority numbers, the pairing number, date, current block hours for the bid month, and scheduled release time of each Flight Attendant's assigned pairing; and**
- b. **A list of available Reserve Flight Attendants, by location. Such list will include all the information necessary to appropriately determine which available Reserve Flight Attendant should be given any particular assignment (e.g., the Flight Attendant's remaining available reserve days, current block hours for the month, contact period and preferences).**
- c. **All information will be updated automatically as close to real time as is feasible.**

**SECTION 5.B.**

Section 5 B.1. shall be amended to read as follows:

The Union will maintain a Flight Attendant Scheduling Committee. **The Company shall**

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

**provide the MEC President and Scheduling Committee Chair, or his/her designee, with electronic, real-time, remote access to all scheduling-related transactions governed by this Agreement. Such transactions include a record of all trips in open time by day, assignment of all open flying, Reserves on call by day and sorted by current block hours, final month-end report of all individual Reserve hours, requested and approved trades and drops, and related audit trails. Subject to any restraints established by the Company's vendor, scheduling-related transactions shall be preserved electronically for not less than 180 days, and shall be electronically, remotely accessible to the MEC President and Scheduling Chair.**

**SECTION 6.D.**

Section 6.D. is amended and replaced in its entirety, as follows:

**D. COMPENSATORY DAY OFF****1. Line Holder**

- a. If a Full-time line holder's scheduled days off are reduced below eleven (11) by the Company for reasons other than weather and mechanical irregularities, he/she shall receive a compensatory day off in the same or succeeding month. Requests for a specific date as a compensatory day off must be in writing. A Flight Attendant may request to be paid for the scheduled time on a compensatory day off, at the pay rate of four (4) hours per day above guarantee, and still work on such day rather than take the day off.
- b. A compensatory day off will be scheduled within two (2) business days of the written request if the request is for the current month. If the request is for the succeeding month and the monthly lines have not yet been awarded, the compensatory day off will be scheduled within two (2) business days after the bid dispute period for that month. When scheduling such day off, the Company will take into consideration the Flight Attendant's request for a specific date

**2. Reserve**

- a. **In the event a full-time Reserve Flight Attendant drops below ten (10) days off in a month for any reason other than his/her voluntarily picking up flying or additional reserve days, the Company shall provide such Flight Attendant the option to receive either:**
  - (1) **an additional four (4.0) hours of pay credit above guarantee in the current month; or,**
  - (2) **a compensatory day off in the current month, or if unable to grant the requested day off in the current month, then an additional single day off in the subsequent month, provided the requested day off is either in conjunction with his/her awarded days off or is the first or last day of a set of reserve days (i.e., the single day off cannot being the middle of a set of scheduled reserve days). The Company can deny a requested day off in either the current or subsequent month for operational need, in which case the Flight Attendant will receive the pay option in (1) above.**

## **OPEN TIME MANAGER**

### **SECTION 5.J.**

Section 5 J. of the current Company/AFLIGHT ATTENDANT collective bargaining agreement shall be amended to read as follows:

#### **J. TRADES and DROPS – OPEN TIME MANAGER**

1. All trip and reserve day trades, swaps, **adds** and drop requests, **whether for whole or partial trips**, must be submitted electronically to the Company, using the designated **electronic system (currently the internet-based FLICA program “Open Time Manager” or “OTM”)** the Company makes available to Flight Attendants no fewer than forty-eight (48) hours in advance of **the departure time of the** requested assignment. **In the case of a pure trip add of a whole trip from Open Time, a Flight Attendant may submit his/her request up to six (6) hours in advance of the report time of the requested trip.**

The Company will be responsible to maintain, in working order, **an electronic system** by which a Flight Attendant **may** access his/her schedule (including home access), **and through which the Flight Attendant may submit request for trip and reserve day trades, swaps, adds and drops. The electronic system (currently the internet-based FLICA program “Open Time Manager” or “OTM”) will operate as close to real time as possible. The Company shall not charge Flight Attendants a fee to access this information; however, the Company will not be responsible for the cost of any smart phone or tablet application, or other available for fee-based features available through FLICA, that a Flight Attendant chooses to purchase for that purpose.**

2. **For the first sixty (60) days following the implementation of Open Time Manager and the process described in section 5 J.3. below,** the Company will approve or deny the request within forty-eight (48) hours of receipt. **Thereafter,** whole trip trade, swap, add and drop requests will be approved or denied as close to real-time as possible, but in no event longer than twenty-four (24) hours. Partial trip trade, swap, and drop requests will be approved or denied **within forty-eight (48) hours of receipt.** A Flight Attendant who wishes to have his/her request withdrawn at this point may submit such request through the electronic system. Once a Flight Attendant is provided approval confirmation of a trade/swap/drop/add request the Flight Attendant's schedule is modified per his/her request, and becomes the Flight Attendant's schedule.

**The parties agree that, for a 12-month period after the implementation of OTM, the Company will provide the Union the following data on partial trip trades, swaps, and drops (“partial transactions”): (1) the total number of partial transactions submitted each month; (2) the date on which each partial transaction was submitted; (3) the date on which each partial transaction was processed and the response sent to the Flight Attendant(s); and (4) whether it the partial transaction was approved or denied. The Company will provide this data to the AFLIGHT ATTENDANT MEC President or his/her designee on a quarterly basis. The Union**

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

may identify and request additional data related to partial OTM transactions, and such request for additional data will not be unreasonably denied by the Company.

The parties further agree that, no later than 30 days after the end of the 12-month review period described above, or on a date mutually agreed-to by the parties, they will meet for the purpose of discussing the partial transaction data provided by the Company, and to consider modification of the 48-hour period for the processing of partial transactions. Nothing in this paragraph obligates either party to make any changes to the language of Section 5 J.2. as the result of such discussions.

3. Whole trips or partial trips can be added, dropped, swapped or traded. Flight Attendants may not trade lines. **In the case of a whole or partial trip add, drop, swap or trade, the following shall apply:**

- **All requests (other than Jetway Trades) must be submitted through the electronic system established and maintained by the Company under Section 5 J.1. above, and all such requests will be addressed on a first come, first served basis except as noted in (b) and (d) below;**
- **Any request for a partial trip add, drop, swap or trade, will be removed from the electronic system described in paragraph 5 J.1. above, and will be processed manually by Crew Scheduling. The removal of a partial trip request will not, however, stop the processing of whole trip adds, drops, swaps and trades by electronic means as they are received;**
- **The Company must still comply with paragraph 5 J.2. regarding the timely processing of all requests for trip adds, drops, swaps or trades;**
- **To the extent a whole trip add, drop, swap or trade request is processed via the electronic system prior to the manual processing of a partial trip add, drop, swap or trade that includes flying covered by the whole trip add drop, swap or trade request, the Company shall have no liability or responsibility to a Flight Attendant whose partial trip add, drop, swap or trade request is no longer available because it has been awarded to another Flight Attendant as part of a whole trip add, drop, swap or trade request.**

**Example: On 8/1/14, Flight Attendant Smith submits a request to pick up from Open Time days two and three of Pairing #1234, a 4-day trip. That request is removed from the automated processing queue and will be processed manually in accordance with Paragraph J. 3. (b) and (c) above. Fourteen (14) hours thereafter, Flight Attendant Jones submits a request to pick up from Open Time the entire Pairing #1234. This is a whole pick up which will be processed as close to real time as possible by the OTM system and will be awarded to Flight Attendant Jones. Flight Attendant Smith shall have no claim against the Company for not being awarded his/her partial trip add request.**

- **Trade requests submitted pursuant to LOA 1 (Jetway Trades) are not subject to the provisions of Section 5 J.1 – 3 above, but will be handled in accordance with the provisions of LOA 1, Paragraphs A-C.**



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- **Within sixty (60) days from the date the terms of this Agreement are implemented, the Company and Association agree to meet for the purpose of establishing a pre-grievance mechanism for resolving disputes related to Flight Attendant claims associated with the alleged improper or untimely processing of a properly submitted request for a whole or partial trip add, drop, swap or trade.**
- 4. A trip trade/drop is considered approved when the Flight Attendant receives written **and/or electronic** confirmation from the Company via computer message or return of an approved written request.
- 5. A Flight Attendant who loses time from his/her line due to a drop/swap trip will have his/her guarantee adjusted downward by the amount of time which the transaction takes the Flight Attendant below guarantee or previously adjusted guarantee. For the purpose of guarantee adjustment, a reserve day shall have a value of 3.75 hours. The guarantee shall be restored on an hour for hour basis for all trips picked up, **except for pure CDO line holders as provided in Section 18 H..**

**6. Trip or Reserve Day Drops**

- a. Full-time **and part time** Flight Attendants may drop **or trade (whether to open time or with another Flight Attendant) regular trips or reserve days to the extent allowed by FLICA.**
- b. If Flight Attendant holding a regular or mixed line loses time as a result of a drop/trade of a trip or reserve days under this Section, his/her guarantee may be adjusted downward in accordance with Section 5.J.5.
- c. If a Full-time Flight Attendant holding a pure CDO line (high speeds) loses or gains time as a result of a drop/trade of a CDO trip, his/her guarantee may be adjusted downward or upward on a pro-rated basis consistent with the ratio of his/her line award to a guarantee of seventy-five (75) hours.

**Example: Assuming a Full-time Flight Attendant is awarded a pure CDO line with twelve (12) CDO trips, which credits 48 hours for the month.**

- **If the Flight Attendant works his/her schedule as awarded they would be paid 75 hours;**
- **If the Flight Attendant drops 12 hours of flying (25% of his/her awarded flying), his/her guarantee would be reduced by 18.75 hours (25% of 75 hours) – he/she would be paid 56.25 hours.**
- **If the Flight Attendant drops 24 hours of flying (50% of his/her awarded flying), his/her guarantee would be reduced by 37.5 hours (50% of 75 hours).**
- **A Flight Attendant holding a CDO line who drops all of their flying would receive no pay.**
- d. **The parties agree that until such time that the FLICA OTM system is implemented, the current CBA Sections 5.J.6. and 5.J.13. shall apply as follows:**

Letter of Agreement 6 – Reserves & Open Time Manager

- (1) **CDO Line Holders. The Company will continue to allow a CDO Line holder the ability to drop up to two (2) trips into open time and up to two (2) trips to another Flight Attendant;**
  - (2) **Regular Line Holders. The references to the 65-hour and 50-hour thresholds in the current Section 5 J.6. and 5 J.13., shall be interpreted to mean projected credit hours.**
7. **Except as set forth in Paragraph J.3. (b) and (d) above, requests for trip trades, drops, swaps and adds will be made on a first come, first assigned basis. All requests for trip trades, drops, swaps and adds must be time and date stamped to protect the integrity of the drop/swap process. In the event that two (2) or more requests are made at the same time for the same trip on the same day, assignments will be made based upon seniority.**
8. **Trades between Flight Attendants at the same domicile that are legal pursuant to FAR's and this Agreement shall be approved. Trades between Flight Attendants do not have to be of equal value or covering the same days.**
9. **A Part time Flight Attendant can voluntarily work more than eight (8) days in a bid month.**
10. **Trip Drops and Pass Travel Eligibility**
  - a. **A Flight Attendant who does not work six (6) days in a given month will not be afforded personal or commuter pass travel benefits for himself/herself or his/her eligible pass riders for the following calendar month. Once a Flight Attendant has completed six (6) days of work in a given month, pass benefits will be active for the following calendar month.**
  - b. **The preceding paragraph 10.a. and shall apply only where the Flight Attendant's days of work are reduced below the minimums set forth above as a result of the combined impact of: pure trip drops; calling in sick without having sufficient sick time in his/her sick bank to cover the dropped flying; and his/her scheduled days off for the bid month.**
  - c. **For purposes of determining the number of days being dropped by a Flight Attendant seeking to drop a CDO trip, the following shall apply:**
    - (1) **Dropping a single or stand alone CDO spanning two work days will count as two work days being dropped; and**
    - (2) **Dropping a single CDO from a span of consecutive CDOs will count as a single day being dropped.**

**Example 1 – Regular Line Holder**

**A Full-time Flight Attendant is awarded a regular line with seventeen (17) scheduled work days, and thirteen (13) days off. During the bid month, he/she drops two 4-day trips, and also calls in sick for another 4-day trip without having any sick time in his/her bank. As a result, he/she has only five (5)**



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remaining work days, and would be ineligible for pass travel the following month by operation of paragraphs 10.a. and 10.c. above.

**Example 2 – Regular Line Holder**

A Full-time Flight Attendant is awarded a regular line with seventeen (17) scheduled work days, and thirteen (13) days off. During the month, he/she drops two 4-day trips. He/she requests and is granted a personal leave to drop another 4-day trip. Although he/she has only five (5) remaining work days, his/her eligibility for pass travel in the following month is not affected, because the Company-approved Personal Leave is considered “days worked” for purposes of pass travel eligibility.

**Example 3 – CDO Line Holder**

A Full-time Flight Attendant bids and is awarded a pure CDO Line (high speeds) that consists of four single CDO trips not scheduled to depart on consecutive calendar days, and two sets of four CDOs spanning five consecutive calendar days (Total of 18 work days). During the month, he/she drops two of her single CDO Trips (4 days), and calls in sick for all four CDOs in one of her sets of consecutive CDOs (5 days), but has no sick accruals to cover those CDOs. He/she would be deemed to have dropped to nine (9) work days for month and his/her eligibility for pass travel in the following month is not affected.

**Example 4 – CDO Line Holder**

A Full-time Flight Attendant bids and is awarded a pure CDO Line (high speeds) that consists of five single CDO trips not scheduled to depart on consecutive calendar days (10 days), and one set of four CDOs spanning five consecutive calendar days (Total of 15 work days). During the month, he/she drops three of her single CDO trips (6 days), and drops the middle two trips in the consecutive series of CDOs (2 days). He/she would be deemed to have dropped to seven (7) work days for the month, and his/her eligibility for pass travel in the following month is not affected.

- d. Eligibility for pass travel benefits for Flight Attendants who are on Company approved leaves of absences remains governed by Company policy.
- e. Nothing in this Section 5.J.10. eliminates or reduces a Flight Attendant’s obligation to pay in full the monthly premiums for any medical, dental, vision, short term disability, long term disability benefit, or any other benefit plan in which he/she has elected to enroll. In the event a Flight Attendant has insufficient earnings in his/her weekly paycheck to satisfy his/her share of such “benefit premiums,” the following process will be followed:
  - (1) Following the second consecutive check on which the Flight Attendant has insufficient earnings to satisfy his/her share of benefit premiums, the Company will send an invoice to the Flight Attendant in writing of the following:

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- (a) That he/she has a balance owing for his/her benefit premiums, and a specific statement as to the amount of the benefit premium that is past due;
  - (b) The deadline by which the Flight Attendant must pay that amount; and
  - (c) That if the Flight Attendant Flight Attendant fails to pay his/her benefit premium contribution balance within time specified, he/she will be considered to have voluntarily withdrawn from all applicable benefit plans, and will be precluded from re-enrolling in any such Company plans until the next open enrollment period, subject to the provisions of the plan and any applicable law.
- (2) The Flight Attendant shall thereafter pay the past due amount indicated by the Company no later than thirty (30) days from the date of the written notification, or by a date specified by the Company, whichever is later.
  - (3) In the event the Flight Attendant Flight Attendant fails to pay the past due benefit premiums, the Company may then notify the Flight Attendant in writing that he/she has been removed from the applicable medical, dental, vision, short term disability, long term disability or any other applicable plan(s) for Flight Attendant failure to pay premiums to the extent permitted by Law.
  - (4) Loss of benefit coverage as a result of the Flight Attendant failure to pay premiums as described above would be considered a “qualifying event” for purposes of eligibility to benefit continuation under COBRA (See Section 16 D.)

**EXAMPLE**

- Flight Attendant has insufficient earnings on his/her 9/16 pay check to allow for deduction of benefit premiums;
- His/her next paycheck (10/1) also has insufficient earning to allow for deduction of any current or arrearage of benefit premiums;
- 10/1 an invoice will be sent to Flight Attendant notifying him/her of obligation to make whole on his/her benefit premium arrearage by 11/1;
- On 10/16 paycheck, Flight Attendant has sufficient hours to pay premiums for 10-1 to 10-15;
- On 10/30 paycheck Flight Attendant has sufficient hours to pay premiums for 10-15 to 10-30;
- The 10/16 and 10/30 paychecks will also attempt to take arrearages owed from the 9/16 and 10/1 paychecks (i.e., the payroll department will continue to try to take the premiums from subsequent checks), but if there not enough earnings the employee is still considered in arrears for September premium;
- If the arrears payment is not made in full by 11/1, the affected benefit plans will terminate for non-payment of premiums effective 10/31;
- Once benefits are terminated for non-payment of premiums, the Flight Attendant has no right to be re-enrolled until the next open enrollment

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period.

- (5) **Nothing in this Letter of Agreement is intended to modify or remove any other eligibility requirements that are either required by law, or that are set forth in the medical, dental, vision, short term disability, long term disability benefit, or any other benefit plan in which a Flight Attendant has elected to enroll.**

11. Trades which involve the same calendar day(s) will be awarded provided there is no specific operational reason to decline the request.

12. If the Company denies any trip trade request, the Flight Attendant will be provided with the specific operational reason for the denial.

**13. Automated Partial Trade Functionality**

**In the event that the vendor/manufacture of the Open Time Manager system creates the availability for the system to process partial trip drops, trades or swaps on an automated basis, the Company shall (1) notify the MEC President and Scheduling Chair as soon as it is aware of this functionality, and (2) meet with the Union to discuss the feasibility of implementing automated partial trades.**

**CDO PAY CHANGES**

**SECTION 18 H.**

Section 18.H. of the current Company/AFLIGHT ATTENDANT collective bargaining agreement shall be amended to read as follows:

**H. CDO PAY (HIGH SPEED)**

1. A Flight Attendant scheduled for a CDO trip will receive Flight pay and credit for the greater of the actual Flight time performed, or four (4) hours of Flight pay **except as set forth in subparagraph 3. below.**
2. A Full Time Flight Attendant scheduled for a pure CDO (high speed) line will be credited and paid his/her monthly guarantee or the greater of the total monthly credit for actual CDO trips flown.
3. **For only those Flight Attendants awarded a pure CDO (high speed) line, the dropping or adding of CDOs shall be handled for pay purposes as follows:**

**a. CDO Drop**

**A Full-time Flight Attendant holding a pure CDO line (high speeds) who loses time as a result of a drop/trade of a CDO trip, will have his/her guarantee or adjusted guarantee adjusted downward on a pro-rated basis consistent with the ratio of his/her line award to a guarantee of seventy-five (75) hours (Section 5.J.6.c.).**

**b. CDO Adds**

## Letter of Agreement 6 – Reserves &amp; Open Time Manager

**A Full-time Flight Attendant holding a pure CDO line (high speeds) who adds time as a result of a pick-up, or has a net positive gain as a result of trading CDO trips, may be paid above his/her guarantee or adjusted guarantee on a pro-rated basis consistent with the ratio of his/her line award to a guarantee of seventy-five (75) hours.**

**Example Calculations - CDO Drops/Addrs For Pure CDO Line Holders:**

<u>Hours Awarded</u>	<u>Drop Hours</u>	<u>Add Hours</u>	<u>% Add/Drop</u>	<u>Pay Hours</u>
48	12	12	0%	75
48	12	0	-25%	56.25
48	0	12	25%	93.75
40	20	0	-50%	37.5
40	0	20	50%	112.5
40	0	40	100%	150
56	4	19.25	27.2%	95.42
56	8	10.5	4.5%	78.35
56	10.5	8	-4.5%	71.65
44	12	8	-9.1%	68.18
44.05	4.05	0	-9.2%	68.10
51.15	8	0	-15.6%	63.27

The parties agree that the changes set forth above relating to the pay consequence for CDO adds/drops for pure CDO Line Holders should become effective contemporaneous with the implementation of OTM, and likewise will require an enhanced period of testing prior to implementation. They further agree the transition to and implementation of the The revised Section 18 H. set forth above will occur no later than six (6) months from the date of this Letter of Agreement.

**Testing/Implementation of Reserve Changes and Open Time Manager**

The parties recognize and agree that the contractual modifications made through this Letter of Agreement will require substantial programming, followed by a period of testing, prior to implementation. The parties further agree the full transition to and implementation of the changes contained in this Letter of Agreement will occur no later than six (6) months from its effective date; however, the Company may, with agreement from the Association, implement some or all of the provisions of this Letter of Agreement sooner.

If, due to circumstances beyond the control of the Company, some or all of the provisions of this Letter of Agreement are delayed, the Company will provide written notice to the Association, after which the parties will meet to discuss the delay and a new timeline for implementation. Absent a mutual agreement between the parties or as otherwise stated herein, until such time that the changes of the Letter of Agreement are implemented, the current CBA provisions remain in full force and effect.

Letter of Agreement 6 – Reserves & Open Time Manager

The AFA Scheduling Chair, and/or other AFA designees, will be permitted read only access to crew scheduling on a scheduled basis for the purpose of testing, observing and evaluating the administration and implementation of the new OTM trip trade process and changes to the reserve system, and for the purpose of agreeing to temporary modifications and resolving disputes related to such testing and implementation. AFA representatives will be scheduled for a reasonable number of hours for these purposes during the implementation period. Each party will pay 50% of the AFA representatives' Flight pay loss.

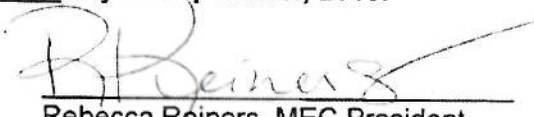
The parties understand and agree there may be unforeseen or unanticipated issues relating to FLICA's functionality and operation, as it relates to Reserve Transparency, Reserve Bid Preferences and Reserve Order of Assignment and OTM. The parties agree that the Union will, prior to filing any grievances related to such unforeseen or unanticipated issues, raise such issues to the Company and work with Company representatives to resolve them, whether global or in relation to individual Flight Attendant. The Company shall not unreasonably refuse the AFA Chairs' requests/proposals for individual Flight Attendant remedies.

**Effective Date and Duration**

This Letter of Agreement will become effective on the date of signing and shall run concurrently with the collective bargaining agreement effective January 16, 2013, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

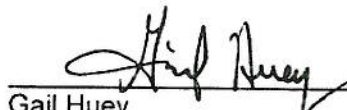
ACCEPTED AND AGREED TO THIS \_\_\_\_\_ day of September, 2015.


  
Ryan Gumm  
Chief Executive Officer  
Endeavor Air, Inc.

  
Rebecca Reiners, MEC President  
Association of Flight Attendants – CWA

  
John Daly  
Chief Operating Officer  
Endeavor Air, Inc.

  
Peter Swanson, Senior Staff Attorney  
Association of Flight Attendants – CWA

  
Gail Huey  
Director, In-Flight Services

  
Sara Nelson, International President  
Association of Flight Attendants – CWA



Letter of Agreement 7 – BPL Contract Modifications

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

AND

THE FLIGHT ATTENDANTS

In the service of  
Endeavor Air, Inc.  
As represented by

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Association has notified the Company of its intent to file a formal grievance alleging a violation of Letter of Agreement 5 (Bankruptcy Protection Letter) of the Endeavor/AFA collective bargaining agreement related to the terms of Letter of Agreement 71 between Endeavor and the Air Line Flight Attendants Association (ALPA); and

WHEREAS, the Company and Association have met to discuss options for resolving this dispute without the need for filing a formal grievance or an arbitration before the system Board of Adjustment; and

WHEREAS, the Company and Association have agreed to certain modifications to the current Endeavor/AFA collective bargaining;

*NOW THEREFORE*, the Parties HEREBY AGREE, as follows:

**COMPENSATION**

**SECTION 18 B. FLIGHT PAY**

Effective June 1, 2016, the hourly rates contained in Section 18.B.1. shall be modified as set forth on Attachment A to this Letter of Agreement.

**PART TIME FLIGHT ATTENDANTS**

**SECTION 5 D. LINE CONSTRUCTION**

Effective June 1, 2016, Section 5 D.3. shall be amended to read as follows:

"Part-time Regular lines will contain **six (6)** scheduled working days per bid month."

Effective June 1, 2016, Section 5 D.4. shall be amended to read as follows:

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“Part-time Reserve lines will contain **six (6)** scheduled reserve days per bid month.”

**RESERVE FLIGHT ATTENDANTS**

**SECTION 5 M. RESERVE**

Effective June 1, 2016, Section 5 M.1.b. (as amended by LOA 6) shall be deleted and replaced with the following:

**b. Early Release.**

- (1) A Flight Attendant on P1 who has not been given a flight assignment by 1400 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.**
- (2) A Flight Attendant on P2 who has not been given a flight assignment by 1900 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.**
- (3) A Flight Attendant who is released in accordance with paragraph b.(1) or b.(2), above, will be responsible for any assignments placed on his/her calendar prior to the end of his/her originally scheduled contact period on the last day of his/her Reserve sequence, except that a Flight Attendant may, at his/her option, elect to check his/her schedule by 1200 CT on the day following the last originally scheduled day of his/her Reserve sequence for any assignment made prior to the end of his last originally scheduled contact period.**
- (4) Within 60 days after the issuance of the Final Award in Grievance No. 36-99-02-20-15, the Parties will draft and execute language for early release of Reserve Flight Attendants after completion of a flight assignment on the last day of Reserve preceding a scheduled day off, which is both consistent with the Final Award and similar to the Pilot language contained in paragraph P. b. vii. of Letter of Agreement 71.**

Effective June 1, 2016, Section 5 M.2.c. (as amended by LOA 6) shall be revised and amended to read as follows:

**c. Call Out for Reserves.**

- (1) A Flight Attendant on Home Reserve shall report to the airport crew room for check in no later than two (2) hours after he/she is contacted. If a Home Reserve Flight Attendant is contacted for a trip which is scheduled to depart in two (2) hours or less, Crew Scheduling may authorize reimbursement for use of short/long term parking facilities and waive crew check-in requirements, with Flight Attendant approval.**
- (2) A Flight Attendant on Home Reserve who is a commuter will be allowed to**

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commute to his/her Domicile on a flight that is scheduled to arrive prior to his/her scheduled Trip report time, or the earliest possible report time on the first day of a reserve sequence based upon his/her contact period start time and call-out time, whichever is earlier. A Flight scheduled in accordance with this paragraph will satisfy the requirements of the Company's Call-In Honest Policy.

**Example:**

Flight Attendant is a P2 Reserve in JFK, but lives in RDU. There is an RDU-JFK flight that is scheduled to arrive in JFK at 1115 on the first day of her reserve sequence. As a P2, her earliest possible report time on the first day of her reserve sequence is 1200, and she may therefore elect to commute on the referenced flight subject to the requirements of Paragraph (3) below rather than commuting to JFK the evening before.

**NOTE:** If a Flight Attendant commutes into LGA or JFK, and his/her Domicile is the other airport, then the commuting flight must be scheduled to arrive with sufficient time for the Flight Attendant to be in his/her Domicile by his/her Trip report time or his/her earliest possible reserve report time.

- (3) A Flight Attendant who commutes by air during his/her call-out period in accordance with paragraph M.2.c.(2) above on the first day of his/her Reserve sequence is subject to the following:
  - (a) The Flight Attendant is required to notify Crew Scheduling prior to departing on his/her commuting flight and will also be required to call Crew Scheduling within fifteen (15) minutes of arrival to confirm his/her arrival and to acknowledge pending schedule notifications; and
  - (b) If the Flight Attendant's commuting flight is delayed, resulting in the flying assignment being removed from the Flight Attendant's schedule, an Airport Reserve may be utilized to operate a flight assigned to the commuting Flight Attendant, and the commuting Flight Attendant may be assigned to Airport Reserve upon arriving in Domicile, notwithstanding the Reserve order of assignment provisions in Section 5 M.2.e.

**DEADHEAD**

**SECTION 19**

Effective June 1, 2016, Section 19 shall be revised and amended to add Paragraph 19 F. as follows:

**F. Alternate Deadhead**

- 1. A Flight Attendant may elect to replace a deadhead that is scheduled as the last leg of his/her Trip with the option of positive space travel ("Alternate Deadhead") to an airport within seventy (70) miles of the Flight Attendant's home of record. If the Flight Attendant lives more than seventy (70) miles from



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**the closest airport to the Flight Attendant's home of record, exceptions will be made on a case-by-case basis.**

- 2. The Flight Attendant must notify Crew Scheduling of his/her desire to replace the scheduled deadhead back to his/her Domicile with an Alternate Deadhead no later than 1700 on the 24<sup>th</sup> of the previous month if the deadhead appears on the Flight Attendant's Final Line Award, and no later than twenty-four (24) hours following notification if the assignment is the result of a schedule change after the Final Line Award or assignment of flying to a reserve.**
- 3. A Flight Attendant who utilizes Alternate Deadhead will be booked on a positive space basis if:**
  - a. sales are authorized at the time of the attempted booking;**
  - b. the routing does not pass through the Flight Attendant's Domicile;**
  - c. the routing does not exceed the number of deadhead segments scheduled; and**
  - d. the flight segment(s) departs on the same day as the originally scheduled deadhead.**
- 4. A Flight Attendant who is provided a positive space reservation for an Alternate Deadhead shall notify Crew Scheduling if he/she no longer requires or intends to use the reservation.**
- 5. When a Flight Attendant utilizes an Alternate Deadhead, the Flight Attendant's pay and per diem will be paid in accordance with the originally scheduled deadhead.**

**BANKRUPTCY PROTECTION LETTER WAIVERS**

**LETTER OF AGREEMENT 5 - PROTECTIONS**

In considerations for the provisions of this Letter of Agreement, the Association agrees to the following waivers of its rights under Letter of Agreement 5 ("LOA 5"):

- 1. Limited Waiver of LOA 5 Claims Relating to Pilot LOA 71.**

AFA agrees to waive any claims or rights it may have under its LOA 5 (Bankruptcy Protection Letter) as it relates solely to any and all provisions of LOA 71 between the Company and ALPA.

- 2. Permanent Waiver of LOA 5 Claims Relating to Dispatcher Union Group/TWU**

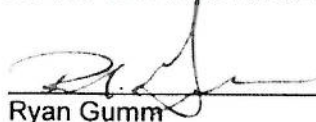
AFA agrees to waive, on a permanent basis, any claims or rights it may have under its LOA 5 (Bankruptcy Protection Letter) as it relates to any modification of the wages, benefits or working rules contained in the current collective bargaining agreement between Endeavor Air and its Dispatchers, as represented by the Transportation Workers' Union of America.

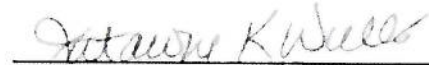
Letter of Agreement 7 – BPL Contract Modifications

**EFFECTIVE DATE AND DURATION**


This Letter of Agreement will become effective on the date of signing and in accordance with its terms, and shall run concurrently with the collective bargaining agreement effective January 16, 2013, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ day of May, 2016.

  
\_\_\_\_\_  
Ryan Gumm  
Chief Executive Officer  
Endeavor Air, Inc.

  
\_\_\_\_\_  
Jatawne Wells, MEC President  
Association of Flight Attendants – CWA

  
\_\_\_\_\_  
John Daly  
Chief Operating Officer  
Endeavor Air, Inc.

  
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Peter Swanson, Senior Staff Attorney  
Association of Flight Attendants – CWA

  
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Patty Allen  
Director, In-Flight Services

  
\_\_\_\_\_  
Sara Nelson, International President  
Association of Flight Attendants – CWA

## Letter of Agreement 7 – BPL Contract Modifications

**LOA 7 - ATTACHMENT A****Flight Attendants**

<b>YOS</b>	<b>Current Book 1/1/2016</b>	<b>+2.75% 6/1/2016</b>	<b>+ 1.25% 1/1/2017</b>	<b>+ 1.25% 1/1/2018</b>
0 – 1*	\$17.47	\$17.47	\$17.69	\$17.91
1 – 2	\$20.87	\$21.44	\$21.71	\$21.98
2 – 3	\$22.27	\$22.88	\$23.17	\$23.46
3 – 4	\$23.79	\$24.44	\$24.75	\$25.06
4 – 5	\$24.85	\$25.53	\$25.85	\$26.17
5 – 6	\$25.82	\$26.53	\$26.86	\$27.20
6 – 7	\$26.76	\$27.50	\$27.84	\$28.19
7 – 8	\$27.54	\$28.30	\$28.65	\$29.01
8 – 9	\$28.52	\$29.30	\$29.67	\$30.04
9 – 10	\$29.36	\$30.17	\$30.55	\$30.93
10 – 11	\$30.18	\$31.01	\$31.40	\$31.79
11 – 12	\$30.93	\$31.78	\$32.18	\$32.58
12 – 13	\$31.47	\$32.34	\$32.74	\$33.15
13 – 14	\$31.99	\$32.87	\$33.28	\$33.70
14 – 15	\$32.62	\$33.52	\$33.94	\$34.36
15+	\$33.02	\$33.93	\$34.35	\$34.78

\*There is no change to the 0-1 YOS hourly pay rates under this Letter of Agreement.